

Jeff Gee, Mayor
Lissette Espinoza-Garnica, Vice Mayor
Alicia C. Aguirre, Council Member
Kaia Eakin, Council Member
Diane Howard, Council Member
Elmer Martinez Saballos, Council Member
Chris Sturken, Council Member



MEETING LOCATION
CITY OF REDWOOD CITY
COUNCIL CHAMBERS
1017 Middlefield Road
Redwood City, CA 94063
www.redwoodcity.org

Virtual via Zoom:
redwoodcity.zoom.us
Meeting ID: 994 8182 5639

**JOINT CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCE AUTHORITY
REGULAR MEETING AGENDA
Monday, November 13, 2023
6:00 PM**

*A Closed Session will be held at the start of the Regular Meeting,
from approximately 6:00 p.m. until approximately 7:00 p.m.*

Please turn off all electronic devices before the start of the meeting to prevent disruptions

PURSUANT TO THE RALPH M. BROWN ACT, THIS MEETING WILL BE HELD IN PERSON. To maximize transparency and public access, while the primary meeting takes place at the Redwood City meeting location, members of the public may attend in person at the Redwood City meeting location, or observe the remotely as provided below.

OBSERVE THE MEETING REMOTELY: City Council meetings are broadcast live to Redwood City residents on Astound Broadband cable Channel 26 and Comcast cable Channel 27, AT&T U-verse Channel 99 and streamed live via the City's website www.redwoodcity.org. To observe the meeting via Zoom, visit redwoodcity.zoom.us, select "Join" and enter **Meeting ID 994 8182 5639**.

PUBLIC COMMENT: *All public comments are subject to a 2-minute time limit unless otherwise determined by the Mayor.* Public comment is accepted **in person** at the physical meeting location, **or via email to publiccomment@redwoodcity.org**. If submitting comments by email, please indicate the corresponding agenda item number in the subject line. Emailed comments within the City's subject matter jurisdiction received by 5:00 p.m. on the meeting date will be read into the record during the meeting.

AGENDA MATERIALS:
City Council agenda materials, released less than 72 hours prior to the meeting, are available to the public at the City Clerk's Office, 1017 Middlefield Road and Redwood City Library, 1044 Middlefield Road, Redwood City, CA 94063, in a public binder at each City Council meeting, and on the City's website at www.redwoodcity.org.

AMERICANS WITH DISABILITIES ACT:
The City Council will provide materials in appropriate alternative formats to comply with the Americans with Disabilities Act. Please send a written request to Yessika Castro, Interim City Clerk, at 1017 Middlefield Road, Redwood City, CA 94063 or e-mail address ycaastro@redwoodcity.org including your name, address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service at least 24 hours before the meeting.

**THE CITY COUNCIL MEETING WILL CONCLUDE BY 11:00 P.M.
UNLESS OTHERWISE EXTENDED BY COUNCIL VOTE**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE - Led by Council Member Sturken**
4. **CLOSED SESSION** **Page 7**
Closed Session will be held for approximately 1 hour.
 - 4.A. **Closed Session regarding Threat to Public Services or Facilities pursuant to Gov. Code § 54957(a)**

Consultation with: Mike Liang, IT Manager
5. **PRESENTATIONS/ACKNOWLEDGEMENTS**
 - 5.A. **Proclamation recognizing United Against Hate Week**
6. **PUBLIC COMMENT ON THE CONSENT CALENDAR, MATTERS OF COUNCIL INTEREST AND ON ITEMS NOT ON THE AGENDA**
7. **CONSENT CALENDAR** **Page 8**
 - 7.A. **Investment Report for period ending September 30, 2023**

Recommendation:
By motion, approve the City's Investment Report for the period ending September 30, 2023.

CEQA:
This is not a project under California Environmental Quality Act (CEQA)
 - 7.B. **Approval of Repayment Agreement between William Tyler Wolfe and the City of Redwood City for overpayment of compensation**

Recommendation:
By motion, approve and authorize the City Manager to execute Repayment Agreement between William Tyler Wolfe and the City of Redwood City and Agreement between the City of Redwood City and Redwood City Police Officers Association.

CEQA:
This is not a project under California Environmental Quality Act (CEQA)

7.C. Amendment No. 1 to agreement for legal services with Shute Mihaly & Weinberger LLP

Recommendation:

By motion, approve and authorize the City Attorney to execute Amendment No. 1 to the agreement for legal services with Shute Mihaly & Weinberger LLP.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

7.D. Amendment No. 12 to the Sanitary Sewage Treatment Capacity Rights and Services (Town of Woodside) Agreement

Recommendation:

Adopt a resolution approving amendment No. 12 to the Sanitary Sewage Treatment Capacity Rights and Services (Town of Woodside) Agreement and authorizing the City Manager to execute said amendment.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

7.E. Application to the Local Agency Formation Commission (LAFCo) for extension of water service to 909 Hillcrest Drive (APN 058-265-020)

Recommendation:

Adopt a resolution authorizing application to the Local Agency Formation Commission (LAFCo) requesting approval for extension of water services to 909 Hillcrest Drive (APN 058-265-020) outside jurisdictional boundaries pursuant to Government Code Section 56133.

CEQA:

Categorically Exempt - Class 3. New construction or conversion of small structures

7.F. Agreement with BKF Engineers for the design for the Price Tract Pump Station Improvement Project to enhance flood protection for developed commercial, industrial, and residential areas in and near downtown Redwood City

Recommendation:

By motion, approve and authorize the City Manager to execute the Agreement for Services with BKF Engineers for design and civil engineering consulting services for the Price Tract Pump Station Improvement Project in not-to-exceed the amount of \$1,321,923 with the option for the City Manager or the City Manager's designees to authorize, if necessary, up to 10% (\$132,193) contingency, for a total not-to-exceed amount of \$1,454,116.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

7.G. Reject all bids for Sanitary Sewer Pump Station 8 and 9 Improvements Project

Recommendation:

By motion, reject all bids and authorize staff to re-advertise the Sanitary Sewer Pump Station 8 and 9 Improvements Project at a later date.

CEQA:

This activity of rejecting all bids is not a project under California Environmental Quality Act (CEQA). In any event, this project would meet the CEQA exemption criteria as set forth in CEQA Guidelines Section 15302 (Class 2(c), Replacement or Reconstruction).

7.H. Amendment No. 1 to agreement with O'Dell Engineering for additional time and scope for Phase II services for construction document design and construction administration services for the Hoover Park Renovation Project

Recommendation:

By motion, determine that due to the nature of the services, a competitive bidding process is not likely to serve the best interests of the City and the contract amendment may be awarded without a competitive bidding process, and approve and authorize the City Manager to execute Amendment No. 1 to the Hoover Park Master Plan Agreement with O'Dell Engineering for additional time and scope for Phase II services for construction document design and construction administration services for the Hoover Park Renovation Project in the amount of \$470,000 for a total agreement amount of \$684,640.

CEQA:

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment. The initial review for the project notes no evidence of recognized environmental concerns (RECs) were found in the project area.

7.I. Approve October 23, 2023 City Council Minutes

7.J. Approve claims and checks from November 13, 2023 to November 27, 2023 and the usual and necessary payments through November 27, 2023

8.A. Tax Equity and Fiscal Responsibility Act (TEFRA) hearing on issuance of tax-exempt bonds for the 353 Main Street Family Apartments

Recommendation:

1. Conduct a TEFRA hearing in consideration of the issuance of Tax-Exempt Bonds by the California Statewide Communities Development Authority to provide financing for the acquisition, construction, improvement, and equipping of a 125-unit multifamily rental housing project generally known as 353 Main Street Family Apartments; and
2. Adopt a resolution approving the issuance of Tax-Exempt Bonds by the California Statewide Communities Development Authority not to exceed \$70,000,000, for the benefit of 353 Main Street Family Apartments, L.P., to provide financing for the acquisition, construction, improvement, and equipping of 353 Main Street Family Apartments and certain other matters related thereto.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

9.A. Exception to Public Employees' Pension Reform Act 180-day waiting period to hire retired annuitants to perform Senior Accountant duties

Recommendation:

1. Adopt a resolution for 180-day wait period exception and appointing Araceli Harris as Retired Annuitant Extra Help Senior Accountant; and
2. Adopt a resolution for 180-day wait period exception and appointing Carolyne Kerans as Retired Annuitant Extra Help Senior Accountant.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

9.B. Receive a summary update on the Caltrain Grade Separation Study including a review of the alternatives and select a preferred alternative for further study

Recommendation:

1. Receive a summary update on the Caltrain Grade Separation Study and provide any additional guidance and direction; and
2. By motion, select Alternative 1A for further study (preliminary engineering and environmental review) and direct staff to proceed with project development.

CEQA:

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because completing a feasibility study has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment. Future phases of this Project will include the environmental review.

10. MATTERS OF COUNCIL INTEREST

10.A. City Council Member Report of Conferences Attended

10.B. City Council Committee Reports

- A. Ad Hoc Committee on 1125 Arguello Project**
- B. Ad Hoc Committee on 101/84 Project**
- C. Ad Hoc Committee on American Legion Project**

10.C. City Manager (Oral) Update

11. ADJOURNMENT - The next City Council meeting is scheduled for November 27, 2023

**MEMORANDUM FROM THE CITY ATTORNEY
CONCERNING A CLOSED SESSION
BEFORE THE CITY COUNCIL OF THE CITY OF REDWOOD CITY**

TO: Honorable Mayor and Members of the City Council

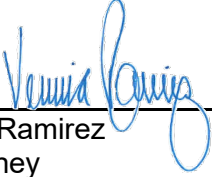
FROM: Veronica Ramirez, City Attorney

SUBJECT: THREAT TO PUBLIC SERVICES OR FACILITIES

Closed session pursuant to Government Code section 54957(a):
Consultation with: Mike Liang, IT Manager

A closed session will be held on **November 13, 2023, at 6 p.m.** or as soon thereafter as the matter may be called, for the purpose of conferring with agency representatives on matters posing a threat to the security of public services and/or public facilities.

Dated: November 13, 2023



Veronica Ramirez
City Attorney



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: November 13, 2023

SUBJECT

Investment Report for period ending September 30, 2023

RECOMMENDATION

By motion, approve the City's Investment Report for the period ending September 30, 2023.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

The City has an investment portfolio that consists of reserves and fund balances held by the City for general operations, capital projects, utilities, and various other special purpose funds.

In June 2016, the City Council adopted an investment policy that requires staff to provide an Investment Report to Council at a public meeting. In July 2016, the City hired an investment manager, PFM Asset Management LLC (PFM), to manage the City's funds pursuant to the newly adopted policy. In July 2021, a new agreement was entered into with PFM, after an open procurement process that yielded three responses. The City's primary investment objectives continue to be safety, liquidity, return on investment (yield), and sustainability, in that order.

On January 23, 2023, the City Council approved and adopted the City's updated investment policy, which is reviewed annually and updated as needed. As part of this year's update, several edits were made to the investment policy in order to:

7.A. - Page 2 of 51

1. Address changes to the California Government Code, following passage of Senate Bill 1489;
2. Reflect Governmental Accounting Standards Board (GASB) Statement No. 98, The Annual Comprehensive Financial Report; and
3. Clarify third party sources that may be used to ensure the City's sustainability objectives are met.

The next update to the investment policy will occur in January 2024.

The attached reports represent all areas in which the City invests funds, excluding bond proceeds held with a trustee.

ANALYSIS

The attached investment report indicates that as of September 30, 2023, funds (excluding cash with fiscal agents) from all sources were producing an average annual earnings rate of 3.04%, up from 2.59% as of June 30, 2023. The market value of the portfolio as of September 30 was \$335,549,716, down from \$366,072,499 as of June 30, 2023. The decrease is primarily due to transfers from investments to the City's checking account to pay for large expenditures that are due at the beginning of each fiscal year (July). The investment balance of \$335.5 million includes the funds held in the San Mateo County Treasurer's investment pool and with the State Treasurer's investment pool. All these investments comply with the City's investment policy. The City has sufficient liquid resources available to meet expenditure requirements for the next six months.

The portion of the City's portfolio that is managed by PFM has a total market value of \$199,378,952 as of September 30, 2023, up from \$198,983,577 as of June 30, 2023, as a result of additional contributions made from the City to its portfolio. As of September 30, the portfolio was earning an annual yield at cost of 2.83%, up from 2.13% as of June 30, and the yield at market was 5.04%, up from 4.72% as of June 30. Yield at market is the yield that the portfolio would be earning if the entire portfolio were purchased on September 30, using current investment costs and yields.

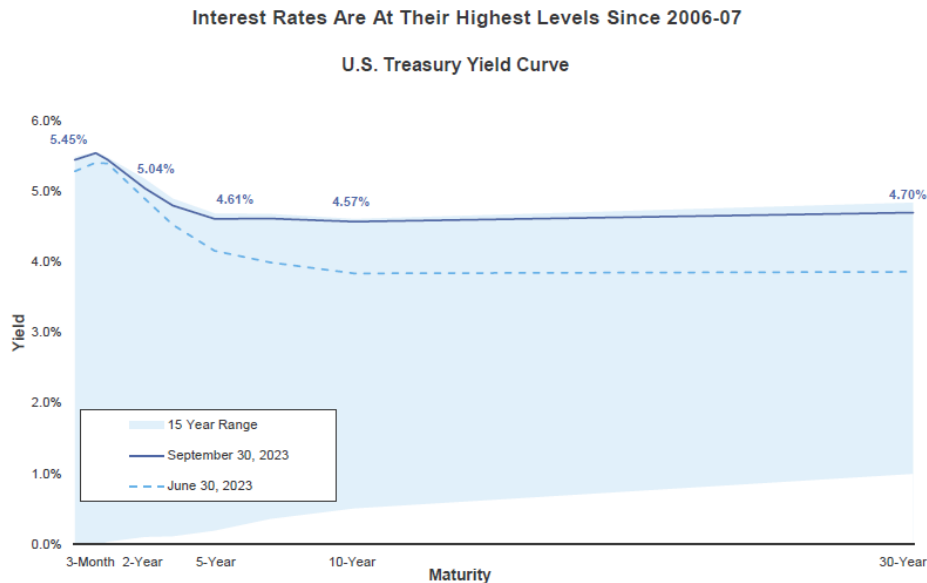
The market benchmark, selected in consultation with the City Council Finance/Audit Sub-Committee, is the Bank of America Merrill Lynch (BofA ML) 1-5 year U.S. Treasury Index. Below is a table summarizing the City's portfolio performance compared to the benchmark, for the period ending September 30, 2023.

Portfolio/Benchmark	Total Return Quarter Ended 9/30/23 (net of fees)	Total Return Since Inception (12/31/16) (net of fees)	Effective Duration (years)
Redwood City	0.18%	0.96%	2.72
BofA ML 1-5 year U.S. Treasury Index	0.23%	0.76%	2.50

The third quarter 2023 investment market themes identified by PFM were:

- The U.S. economy is characterized by:
 - Stronger than expected growth, supported by a resilient consumer
 - Inflation that remains stubbornly above the Federal Reserve’s (“Fed”) target range
 - Continued creation of new jobs by the labor market, albeit at a moderating pace
- The Federal Reserve pauses again in rate hike campaign
 - After hiking in July, the Federal Reserve held rates steady at the September FOMC meeting as expected
 - The Fed’s most recent “dot plot” indicated one more rate hike for 2023 and set the stage for interest rates to remain “higher-for-longer”
 - Updated FOMC economic projections point to stronger GDP growth expectations, higher inflation, and slightly lower unemployment for the remainder of 2023 and into 2024
- Interest rates reached their highest levels since 2006-7
 - The U.S. government rating downgrade by Fitch had little impact, although it highlighted growing worry about the erosion of governance standards and fiscal irresponsibility
 - Treasury yields across the curve rose during Q3. Sticky inflation, a “higher for longer” market consensus, increased Treasury borrowing, and reduced Treasury holdings by China and Japan weighed especially on the long end of the curve
 - The next concern is the annual federal budget process and potential for a government shutdown

As can be seen in the chart below, the yields on U.S. Treasuries are higher than they were the prior quarter. The yield curve remains inverted (shorter term investments have higher yields than long-term investments).



The overall message from the September 30, 2023 investment report is: the U.S. economy is characterized by stronger than expected growth; inflation numbers remain above the Fed's target range; and new job creation continues.

PFM will continue to be selective when evaluating new issues in all sectors. PFM has provided an in-depth market update in the attached investment report.

FISCAL IMPACT

The City's portfolio received \$1,072,378 in net interest earnings over the reporting period, up from \$881,682 for the quarter ended June 30, 2023. All interest earnings are allocated monthly through a preset methodology that spreads earnings to the appropriate funds. Fees for PFM's services during this period were \$30,003, up from \$20,159 last quarter, and are paid out of total interest earnings. There is no additional budget appropriation required.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. After approval, the Investment Report will be posted on the City Website under Financial Information – Investments at the following link: [Redwood City Investments](#).

ALTERNATIVES

The City Council can ask staff to provide the investment report in a different format, or to include different information. Staff could return at a future Council meeting with an updated report.

ATTACHMENTS

Attachment A – PFM Asset Management Investment Performance Review for the quarter ended September 30, 2023

REPORT PREPARED BY:

Molly Flowerday, Financial Services Manager
mflowerday@redwoodcity.org
(650) 780-7071

APPROVED BY:

Michelle Poché Flaherty, Assistant City Manager and Administrative Services Director
Melissa Stevenson Diaz, City Manager



CITY OF REDWOOD CITY

Investment Performance Review For the Quarter Ended September 30, 2023

Client Management Team

Monique Spyke, Managing Director
Allison Kaune, Senior Analyst
Joseph Creason, Portfolio Manager
Jeremy King, Key Account Manager

PFM Asset Management LLC

1 California Street Ste. 1000
San Francisco, CA 94111-5411
415-393-7270

213 Market Street
Harrisburg, PA 17101-2141
717-232-2723

NOT FDIC INSURED : NO BANK GUARANTEE : MAY LOSE VALUE

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Account Summary

Account Summary

Security Type	Market Value as of September 30, 2023	% of Portfolio
U.S. Treasury	\$103,507,739	31%
Federal Agency/GSE	\$22,293,329	7%
Federal Agency/CMBS	\$20,651,929	6%
Supra-National Agency	\$2,246,149	1%
Municipal Obligations	\$3,940,540	1%
Corporate Notes	\$31,838,020	10%
Certificates of Deposit	\$3,657,440	1%
Asset-Backed Securities	\$10,955,637	3%
Money Market Fund	\$288,169	<1%
Securities Total	\$199,378,952	60%
Local Agency Investment Fund (LAIF)	\$40,579,269	12%
General Fund Reserve Account (LAIF)	\$24,686,388	7%
San Mateo County Pool	\$70,905,107	21%
Total Investments	\$335,549,716	100%
<hr/>		
Portfolio Earnings	Earnings Rate	Earnings
Individual Securities	2.83%	\$263,329
San Mateo County Pool	3.13%	\$558,657
Local Agency Investment Fund (LAIF)	3.59%	\$462,909
General Fund Reserve Account (LAIF)	3.59%	\$222,612
Average/Total	3.04%	\$1,507,507

Note: Individual security values are market values excluding accrued interest. County Pool and LAIF values are at cost. Individual Securities' earnings rate is yield at cost on 9/30/23, and earnings are accrual basis earnings for the quarter ended 9/30/23. San Mateo County Pool and LAIF balances and earnings are provided by the City. LAIF earnings rate is the quarterly apportionment rate as stated on the LAIF website. County Pool earnings rate is the Pool net earnings rate as provided by County's website. Average/Total earnings rate is the weighted earnings rate based on account balance as of 9/30/23.

Portfolio Review: REDWOOD CITY

Certificate of Compliance

During the reporting period for the quarter ended September 30, 2023, the account(s) managed by PFM Asset Management ("PFMAM") were in compliance with the applicable investment policy and guidelines as furnished to PFMAM.

Acknowledged : *PFM Asset Management LLC*

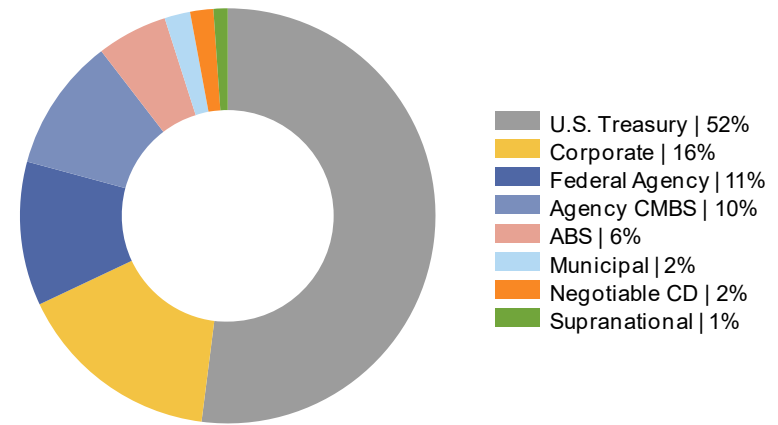
Note: Pre- and post-trade compliance for the account(s) managed by PFM Asset Management is provided via Bloomberg Asset and Investment Management ("AIM").

Portfolio Snapshot - REDWOOD CITY¹

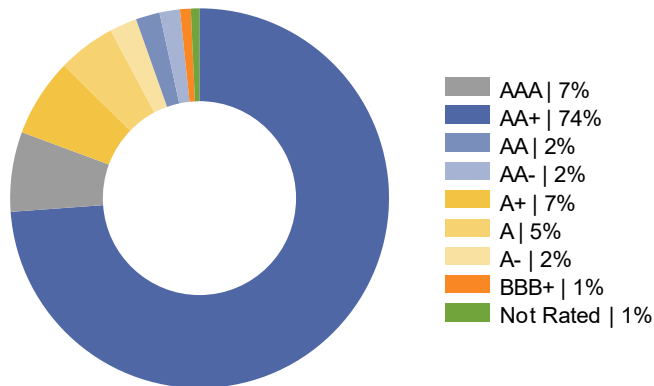
Portfolio Statistics

Total Market Value	\$200,231,431.37
<i>Securities Sub-Total</i>	\$199,090,783.01
<i>Accrued Interest</i>	\$852,479.17
<i>Cash</i>	\$288,169.19
Portfolio Effective Duration	2.72 years
Benchmark Effective Duration	2.50 years
Yield At Cost	2.83%
Yield At Market	5.04%
Portfolio Credit Quality	AA

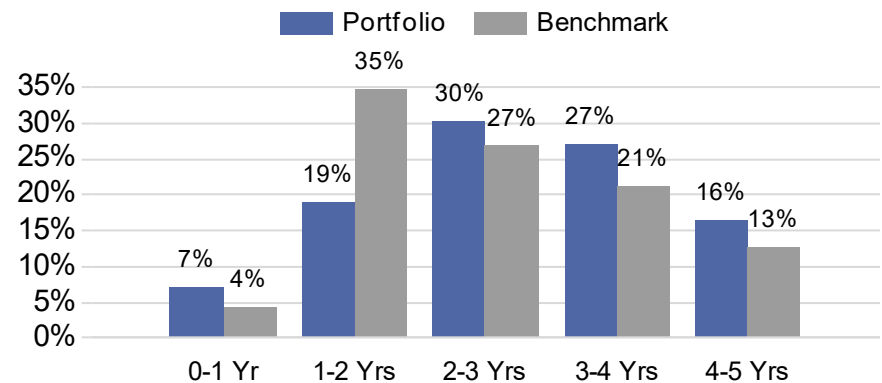
Sector Allocation



Credit Quality - S&P



Duration Distribution



1. Yield and duration calculations exclude cash and cash equivalents. Sector allocation includes market values and accrued interest. The portfolio's benchmark is the ICE BofA 1-5 Year U.S. Treasury Index. Source: Bloomberg. An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

Issuer Diversification

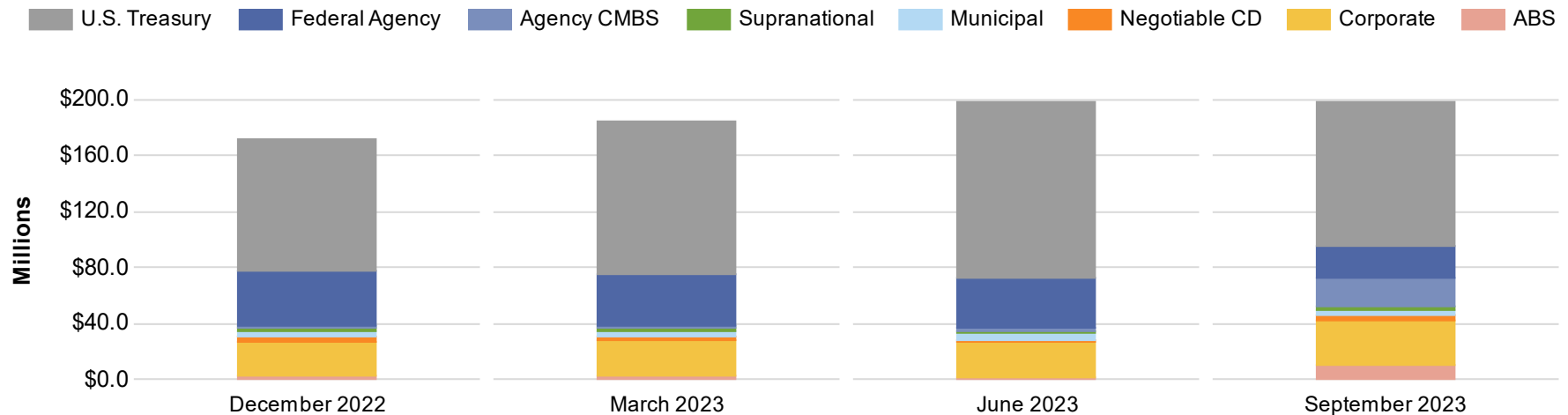
Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
U.S. Treasury	51.9%	
UNITED STATES TREASURY	51.9%	AA / Aaa / AA
Federal Agency	11.2%	
FANNIE MAE	7.5%	AA / Aaa / AA
FEDERAL HOME LOAN BANKS	0.8%	AA / Aaa / NR
FREDDIE MAC	2.9%	AA / Aaa / AA
Agency CMBS	10.4%	
FANNIE MAE	1.0%	AA / Aaa / AA
FREDDIE MAC	9.4%	AA / Aaa / AA
Supranational	1.1%	
INTER-AMERICAN DEVELOPMENT BANK	1.1%	AAA / Aaa / AAA
Municipal	2.0%	
FLORIDA STATE BOARD OF ADMIN FIN CORP	0.6%	AA / Aa / AA
LOS ANGELES COMMUNITY COLLEGE DISTRICT	0.3%	AA / Aaa / NR
NEW JERSEY TURNPIKE AUTHORITY	0.2%	AA / A / A
STATE OF CALIFORNIA	0.6%	AA / Aa / AA
STATE OF MARYLAND	0.2%	AAA / Aaa / AAA
UNIVERSITY OF CALIFORNIA	0.2%	AA / Aa / AA
Negotiable CD	1.9%	
RABOBANK NEDERLAND	1.0%	A / Aa / AA
TORONTO-DOMINION BANK	0.9%	A / A / NR
Corporate	16.0%	
AMAZON.COM INC	1.3%	AA / A / AA
BANK OF AMERICA CO	1.2%	A / Aa / AA
BLACKROCK INC	1.0%	AA / Aa / NR

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	16.0%	
BRISTOL-MYERS SQUIBB CO	0.3%	A / A / NR
CITIGROUP INC	1.5%	A / A / A
DEERE & COMPANY	0.8%	A / A / A
GOLDMAN SACHS GROUP INC	0.5%	BBB / A / A
HERSHEY COMPANY	0.6%	A / A / NR
HOME DEPOT INC	0.6%	A / A / A
INTEL CORPORATION	0.6%	A / A / A
JP MORGAN CHASE & CO	1.1%	A / A / AA
MICROSOFT CORP	0.7%	AAA / Aaa / NR
MORGAN STANLEY	0.7%	A / A / A
PACCAR FINANCIAL CORP	0.6%	A / A / NR
PFIZER INC	1.0%	A / A / A
TARGET CORP	0.5%	A / A / A
THE BANK OF NEW YORK MELLON CORPORATION	1.0%	A / A / AA
TOYOTA MOTOR CORP	0.6%	A / A / A
WELLS FARGO & COMPANY	1.5%	A / Aa / AA
ABS	5.5%	
AMERICAN EXPRESS CO	0.8%	AAA / NR / AAA
Bank of America Corp	0.4%	NR / Aaa / AAA
CARMAX AUTO OWNER TRUST	0.2%	AAA / NR / AAA
CHASE ISSURANCE	0.8%	AAA / NR / AAA
DISCOVER FINANCIAL SERVICES	0.2%	AAA / Aaa / NR
FIFTH THIRD AUTO TRUST	0.7%	AAA / Aaa / NR
HONDA AUTO RECEIVABLES	0.7%	AAA / Aaa / AAA
HYUNDAI AUTO RECEIVABLES	0.2%	AAA / NR / AAA
KUBOTA CREDIT OWNER TRUST	0.3%	NR / Aaa / AAA
TOYOTA MOTOR CORP	0.4%	AAA / Aaa / AAA
USAA AUTO OWNER TRUST	0.8%	AAA / Aaa / NR
Total	100.0%	

Sector Allocation Review

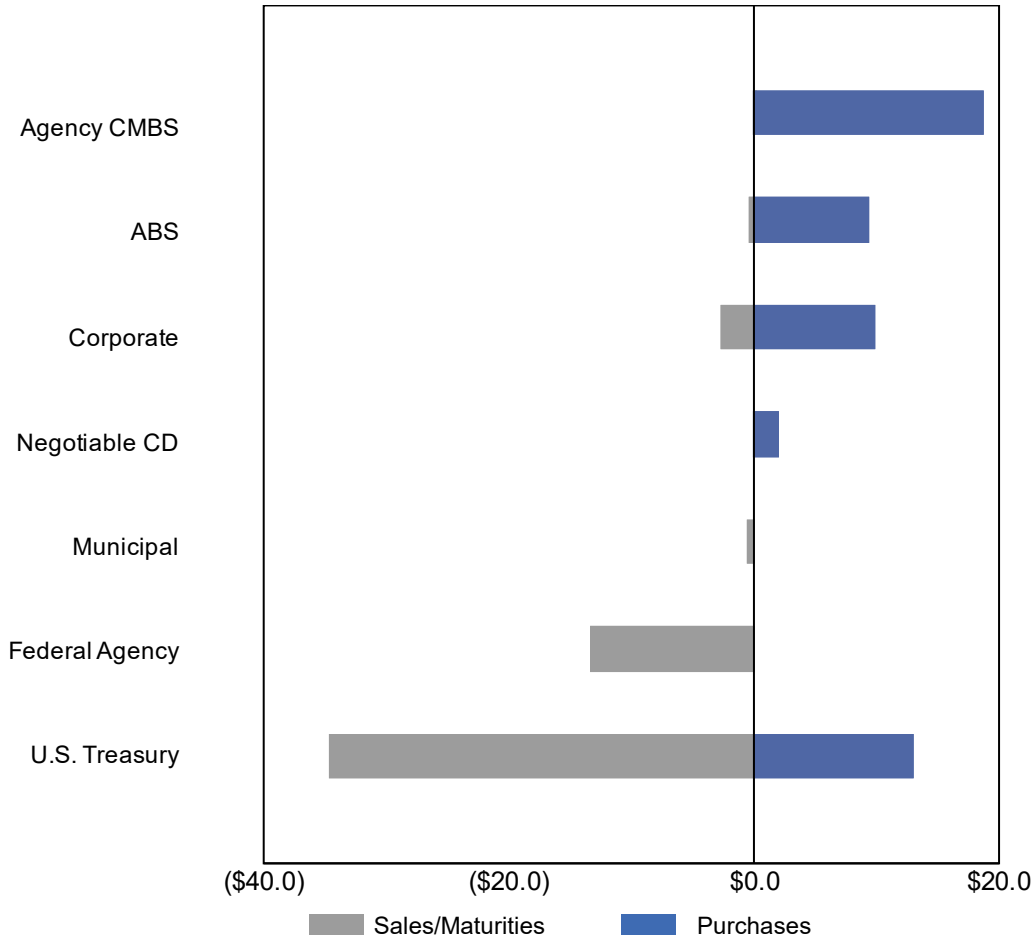
Security Type	Dec-22	% of Total	Mar-23	% of Total	Jun-23	% of Total	Sep-23	% of Total
U.S. Treasury	\$93.1	54.3%	\$109.4	59.5%	\$125.7	63.4%	\$103.5	52.0%
Federal Agency	\$40.4	23.6%	\$36.9	20.0%	\$35.4	17.8%	\$22.3	11.2%
Agency CMBS	\$0.9	0.5%	\$0.9	0.5%	\$2.3	1.1%	\$20.7	10.4%
Supranational	\$2.2	1.3%	\$2.2	1.2%	\$2.2	1.1%	\$2.2	1.1%
Municipal	\$4.3	2.5%	\$4.4	2.4%	\$4.4	2.2%	\$3.9	2.0%
Negotiable CD	\$2.9	1.7%	\$1.7	0.9%	\$1.7	0.9%	\$3.7	1.8%
Corporate	\$24.7	14.4%	\$26.2	14.2%	\$24.7	12.5%	\$31.8	16.0%
ABS	\$2.8	1.7%	\$2.5	1.3%	\$2.1	1.0%	\$11.0	5.5%
Total	\$171.3	100.0%	\$184.2	100.0%	\$198.5	100.0%	\$199.1	100.0%



Market values, excluding accrued interest. Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM. Detail may not add to total due to rounding.

Portfolio Activity

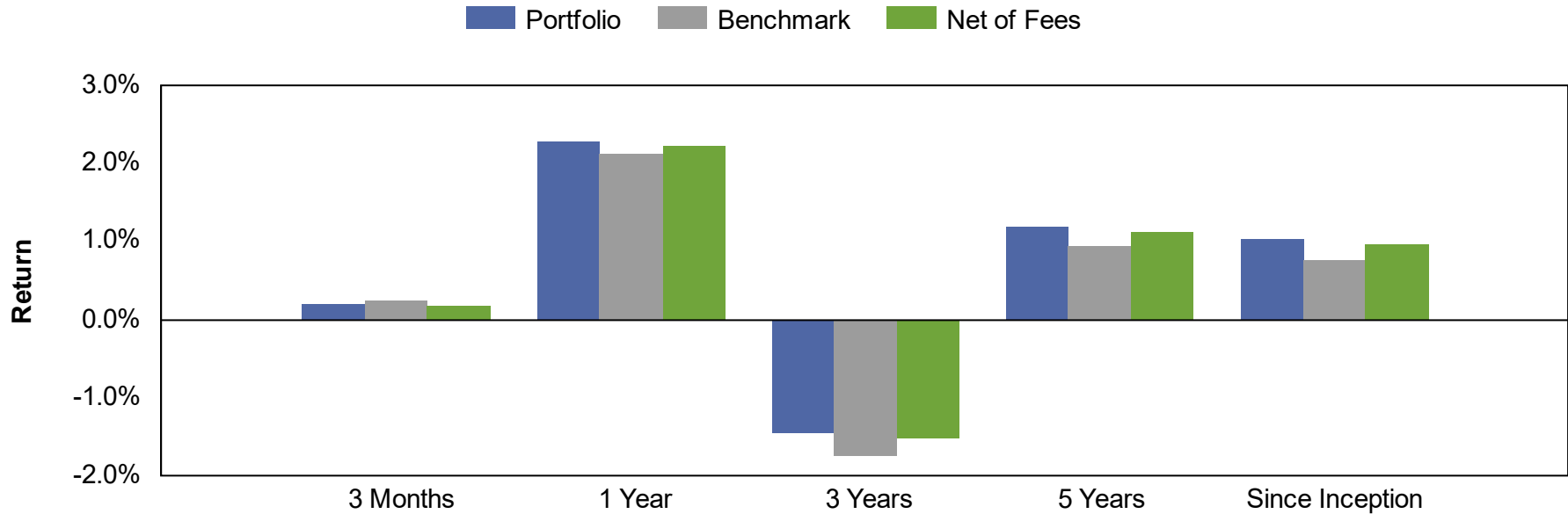
Net Activity by Sector
(\$ millions)



Sector	Net Activity
Agency CMBS	\$18,692,759
ABS	\$8,908,431
Corporate	\$7,222,604
Negotiable CD	\$2,000,000
Municipal	(\$479,741)
Federal Agency	(\$13,357,100)
U.S. Treasury	(\$21,806,239)
Total Net Activity	\$1,180,714

Based on total proceeds (principal and accrued interest) of buys, sells, maturities, and principal paydowns. Detail may not add to total due to rounding.

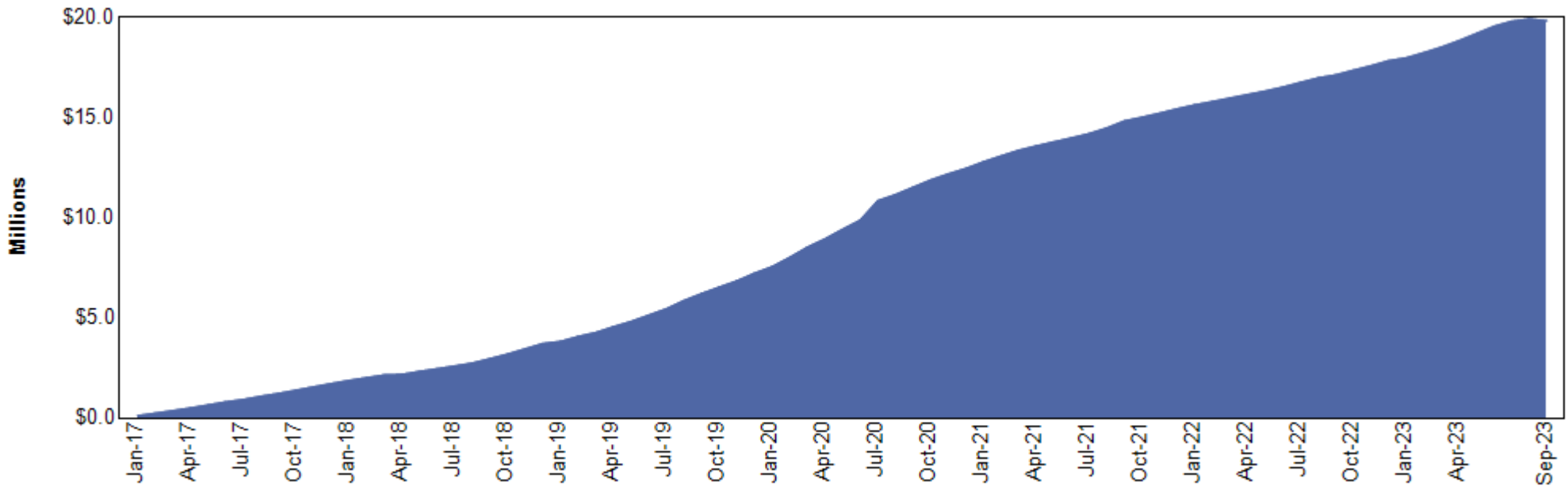
Portfolio Performance



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	Since Inception ¹
Interest Earned ²	\$1,072,378	\$3,317,099	\$8,391,236	\$15,426,340	\$19,652,239
Change in Market Value	(\$690,903)	\$470,108	(\$15,464,271)	(\$6,257,681)	(\$9,147,726)
Total Dollar Return	\$381,475	\$3,787,207	(\$7,073,035)	\$9,168,659	\$10,504,513
Total Return³					
Portfolio	0.19%	2.29%	-1.45%	1.19%	1.02%
Benchmark ⁴	0.23%	2.12%	-1.76%	0.93%	0.76%
Basis Point Fee	0.01%	0.06%	0.06%	0.06%	0.07%
Net of Fee Return	0.18%	2.23%	-1.52%	1.12%	0.96%

1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is December 31, 2016.
 2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.
 3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.
 4. The portfolio's benchmark is the ICE BofA 1-5 Year U.S. Treasury Index. Source: Bloomberg.

Accrual Basis Earnings



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	Since Inception ¹
Interest Earned ²	\$1,072,378	\$3,317,099	\$8,391,236	\$15,426,340	\$19,652,239
Realized Gains / (Losses) ³	(\$1,003,761)	(\$1,219,704)	(\$404,130)	\$1,130,079	\$132,068
Change in Amortized Cost	\$194,712	\$598,639	\$320,761	\$296,243	\$28,788
Total Earnings	\$263,329	\$2,696,034	\$8,307,868	\$16,852,662	\$19,813,094

1. The lesser of 10 years or since inception is shown. Performance inception date is December 31, 2016.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Realized gains / (losses) are shown on an amortized cost basis.

Market Update

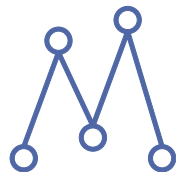
Current Market Themes



- ▶ The U.S. economy is characterized by:
 - ▶ Stronger than expected growth, supported by a resilient consumer
 - ▶ Inflation that remains stubbornly above the Federal Reserve's ("Fed") target range
 - ▶ Continued creation of new jobs by the labor market, albeit at a moderating pace



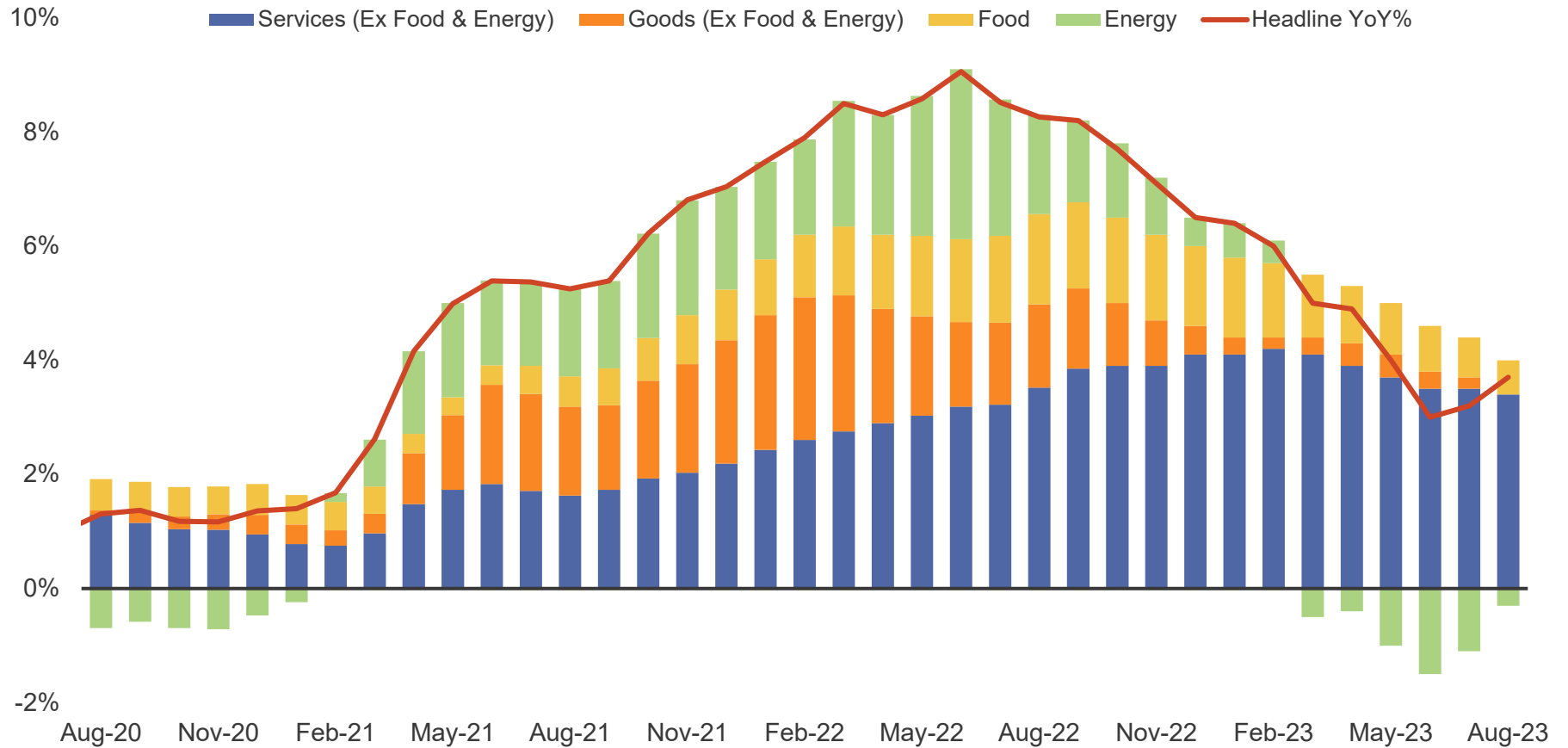
- ▶ Fed pauses again in rate hike campaign
 - ▶ After hiking in July, the Federal Reserve held rates steady at the September FOMC meeting as expected
 - ▶ The Fed's most recent "dot plot" indicated one more rate hike for 2023 and set the stage for interest rates to remain "higher-for-longer"
 - ▶ Updated FOMC economic projections point to stronger GDP growth expectations, higher inflation, and slightly lower unemployment for the remainder of 2023 and into 2024



- ▶ Interest rates reached their highest levels since 2006-7
 - ▶ The U.S. government rating downgrade by Fitch had little impact, although it highlighted growing worry about the erosion of governance standards and fiscal irresponsibility
 - ▶ Treasury yields across the curve rose during Q3. Sticky inflation, a "higher for longer" market consensus, increased Treasury borrowing, and reduced Treasury holdings by China and Japan weighed especially on the long end of the curve
 - ▶ The next concern is the annual federal budget process and potential for a government shutdown

Inflation Gradually Falling, But Sensitive to Recently Rising Energy Prices

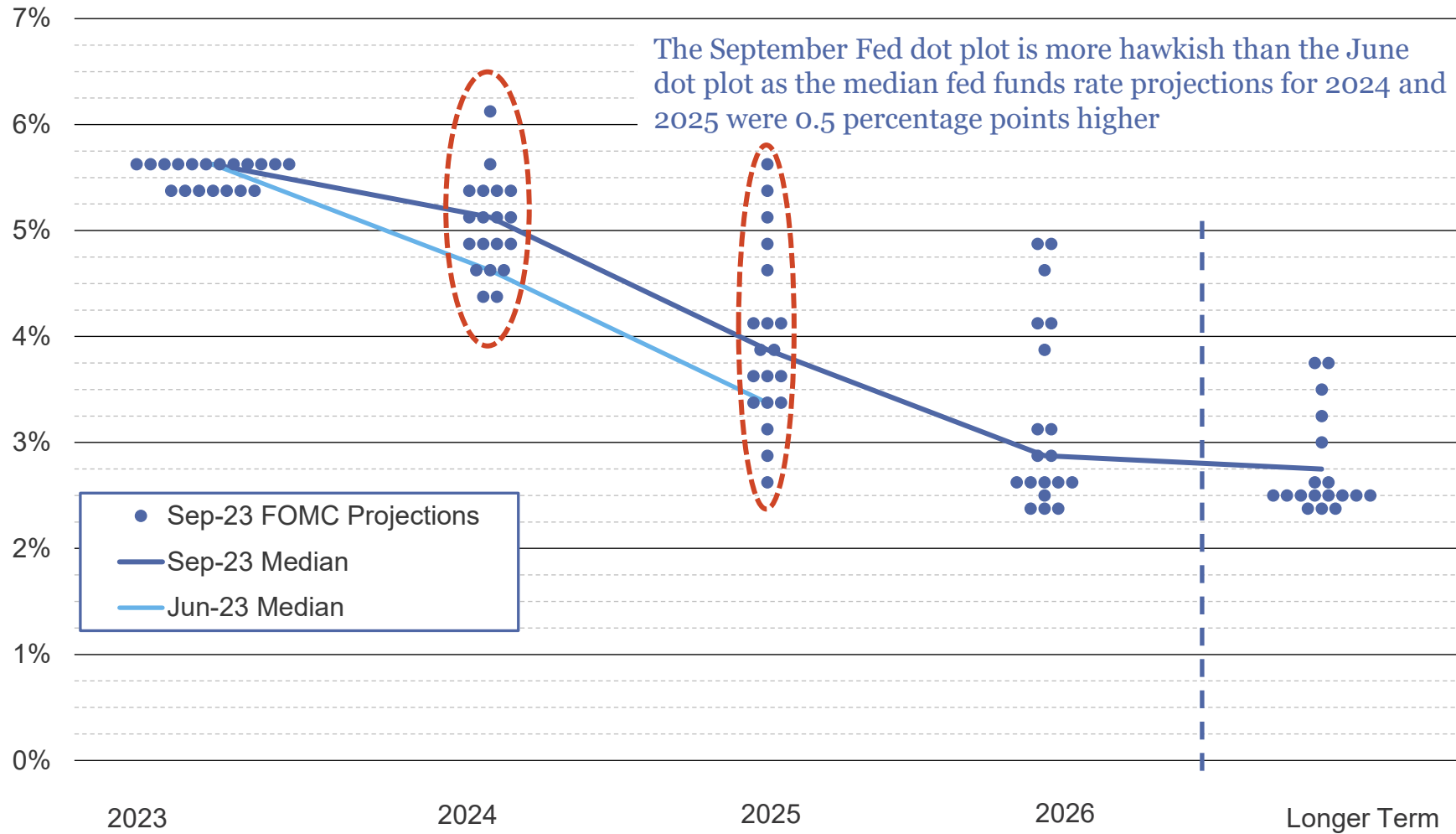
Factors Contributing to the Consumer Price Index (CPI YoY)



Source: Bloomberg, as of August 2023.

Fed's Updated "Dot Plot" Projects Rates To Be "Higher for Longer"

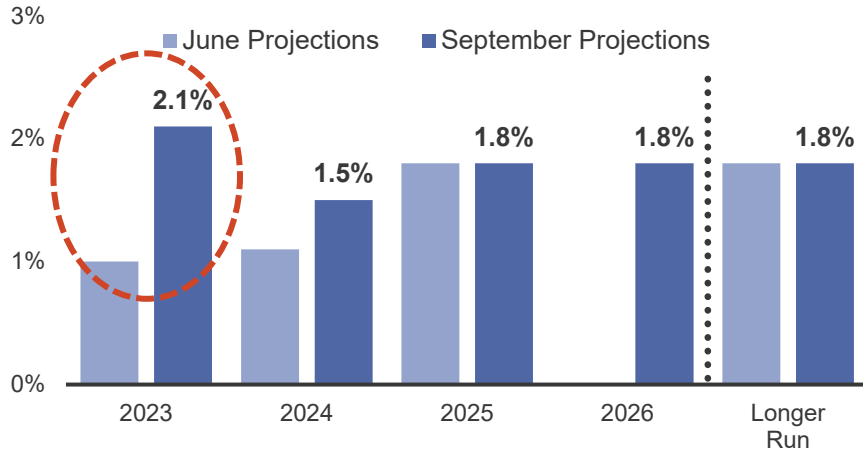
Fed Participants' Assessments of 'Appropriate' Monetary Policy



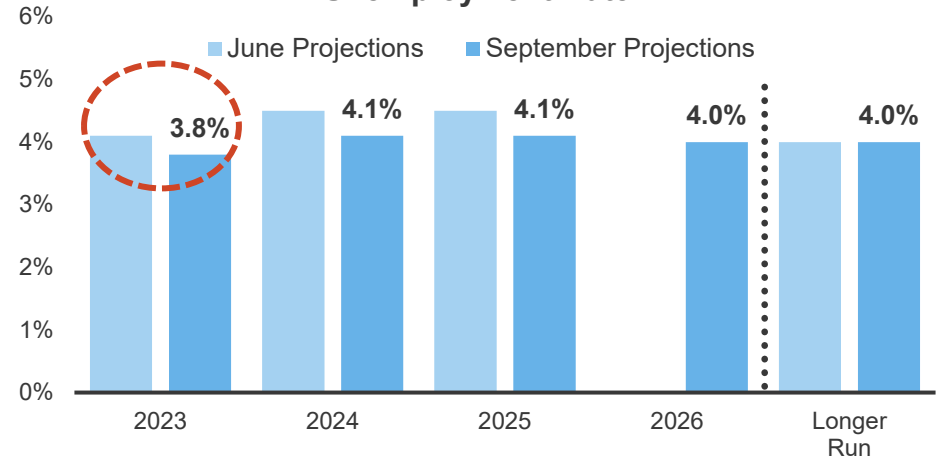
Source: Federal Reserve and Bloomberg. Individual dots represent each Fed members' judgement of the midpoint of the appropriate target range for the federal funds rate at each year-end.

The Fed's Protections for Growth and Employment Were More Upbeat

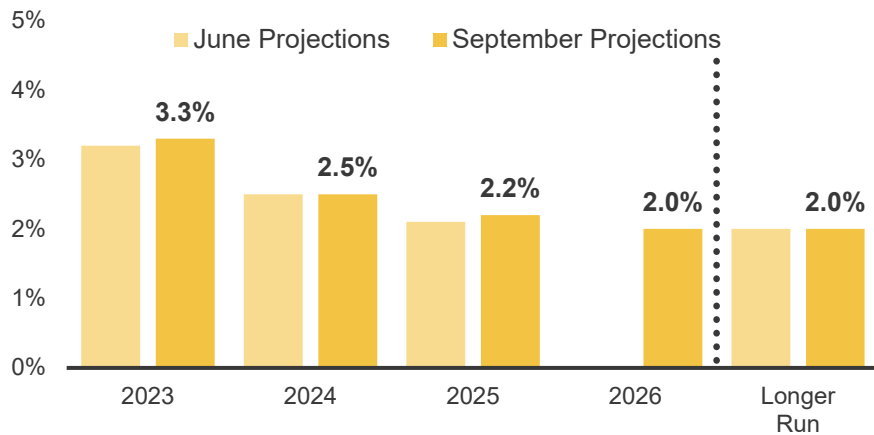
Change in Real GDP



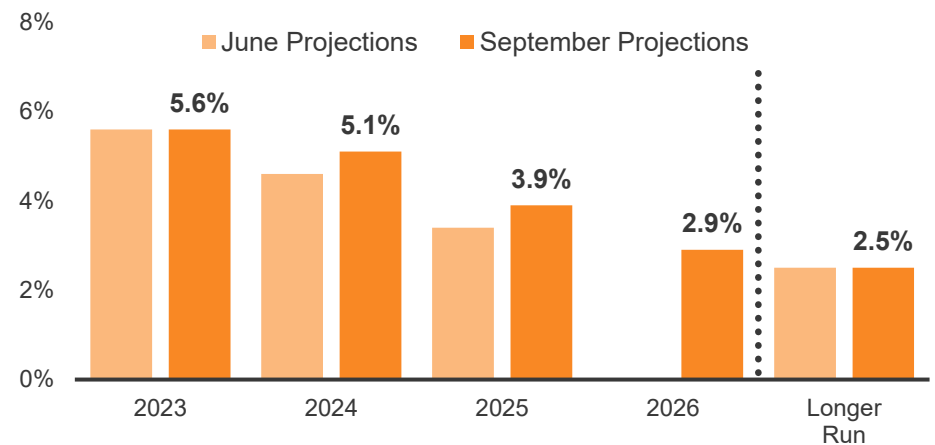
Unemployment Rate



PCE Inflation



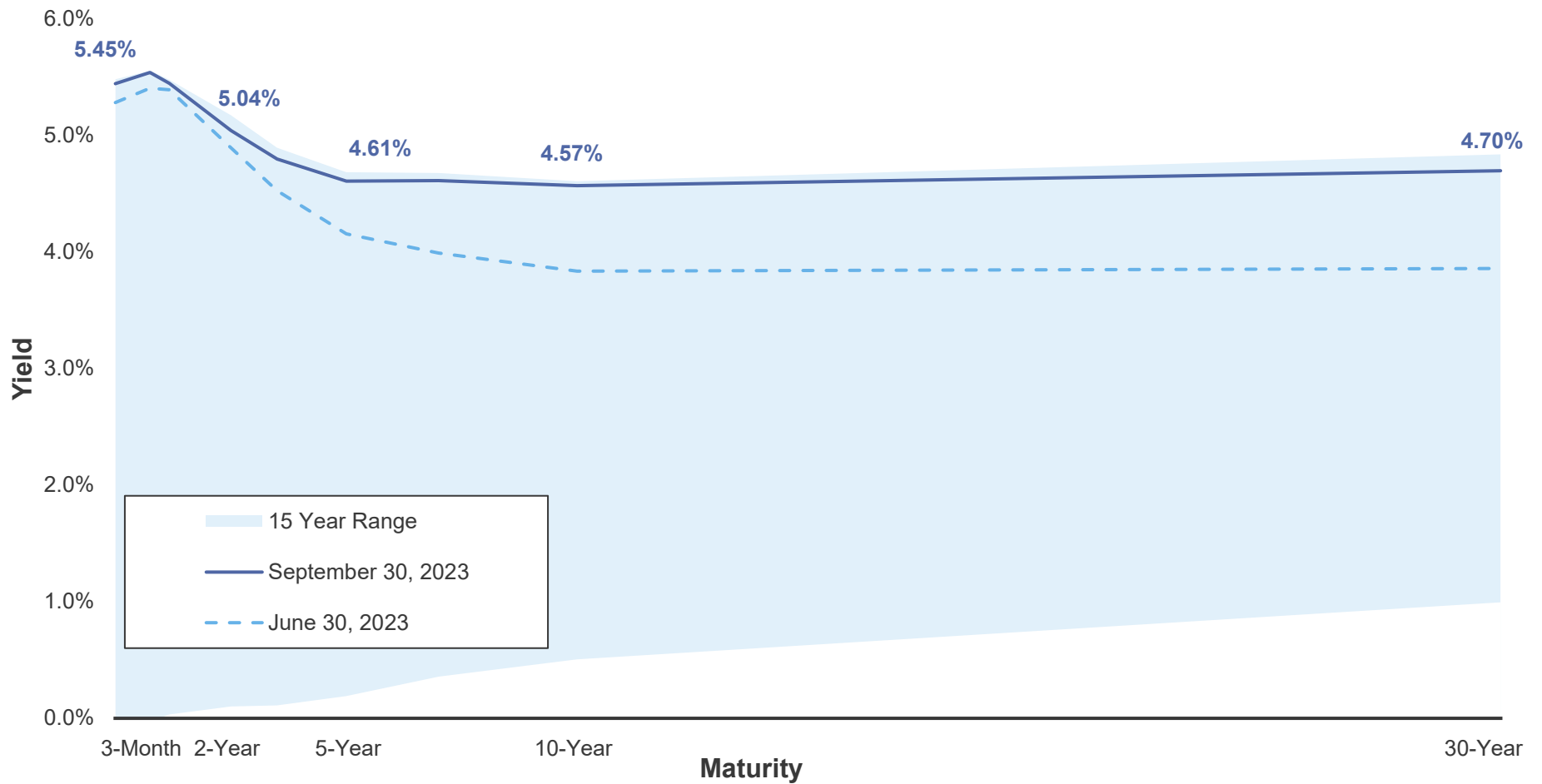
Federal Funds Rate



Source: Federal Reserve, latest economic projections as of September 2023.

Interest Rates Are At Their Highest Levels Since 2006-07

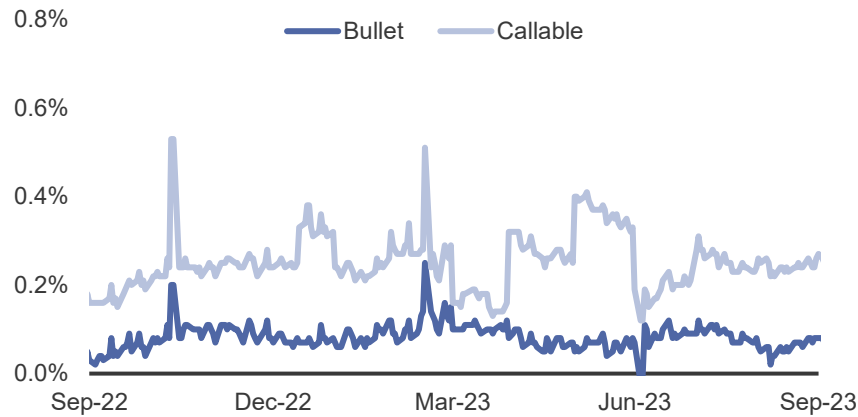
U.S. Treasury Yield Curve



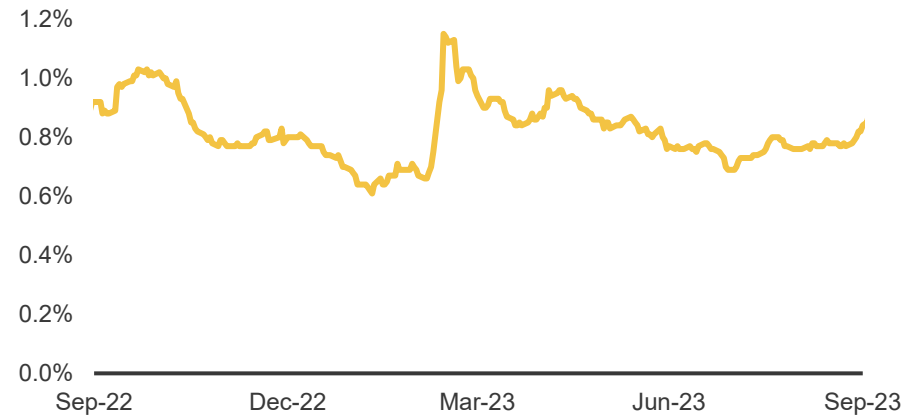
Source: Bloomberg, as of September 30, 2023.

Sector Yield Spreads

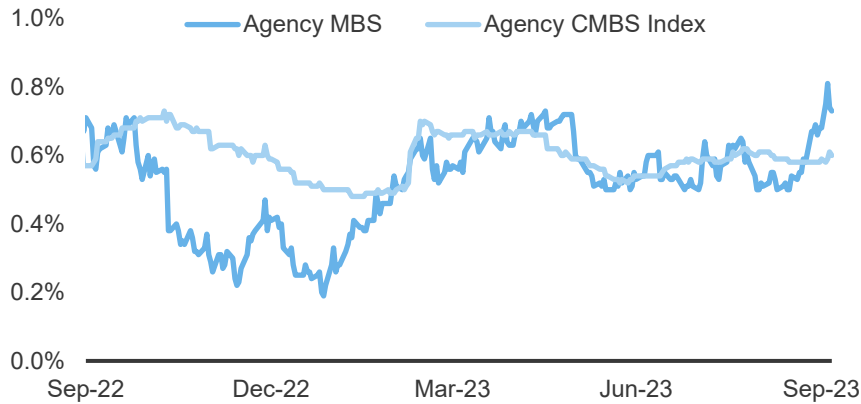
Federal Agency Yield Spreads



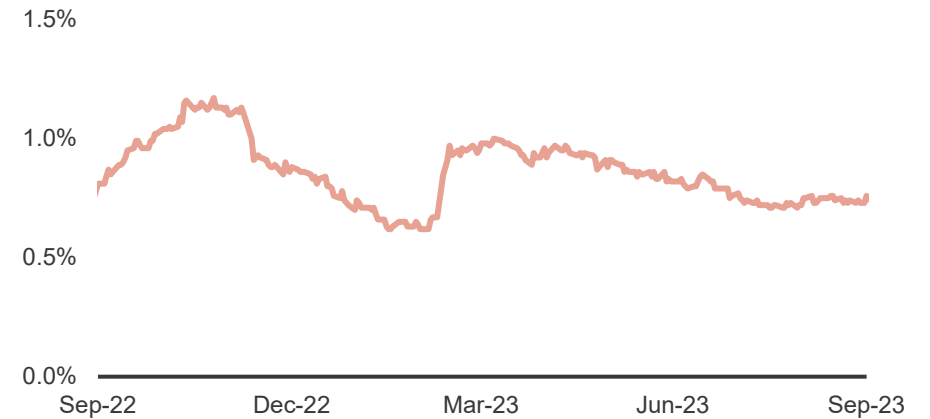
Corporate Notes A-AAA Yield Spreads



Mortgage-Backed Securities Yield Spreads



Asset-Backed Securities AAA Yield Spreads

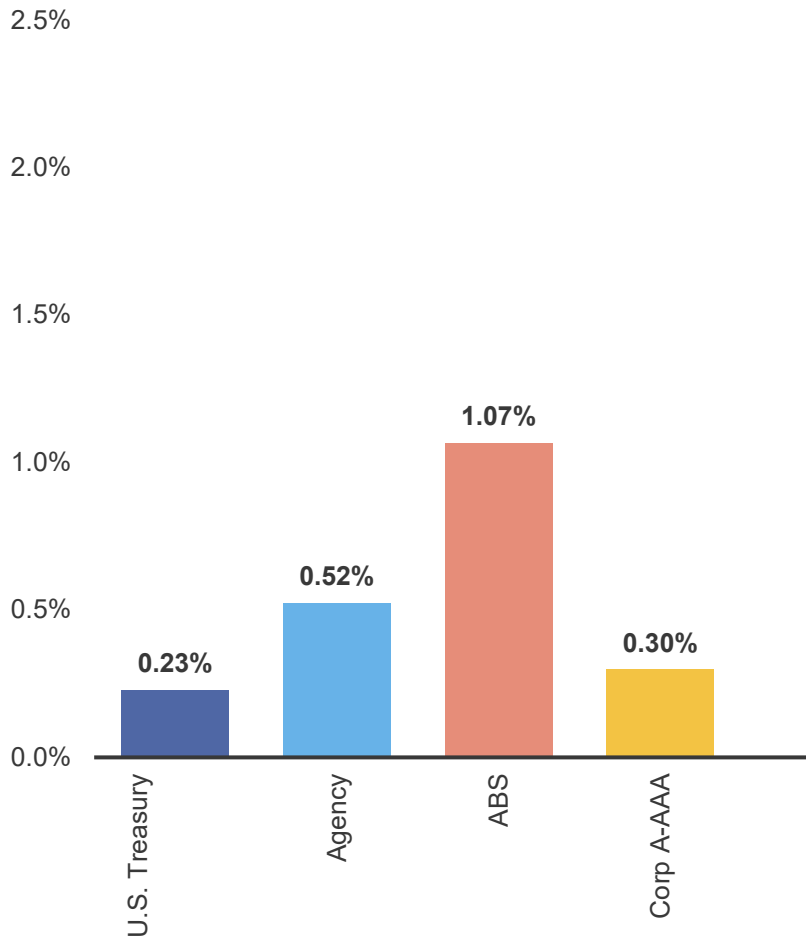


Source: ICE BofAML 1-5 year Indices via Bloomberg, MarketAxess and PFMAM as of September 30, 2023. Spreads on ABS and MBS are option-adjusted spreads of 0-5 year indices based on weighted average life; spreads on agencies are relative to comparable maturity Treasuries. CMBS is Commercial Mortgage-Backed Securities and represented by the ICE BofA Agency CMBS Index.

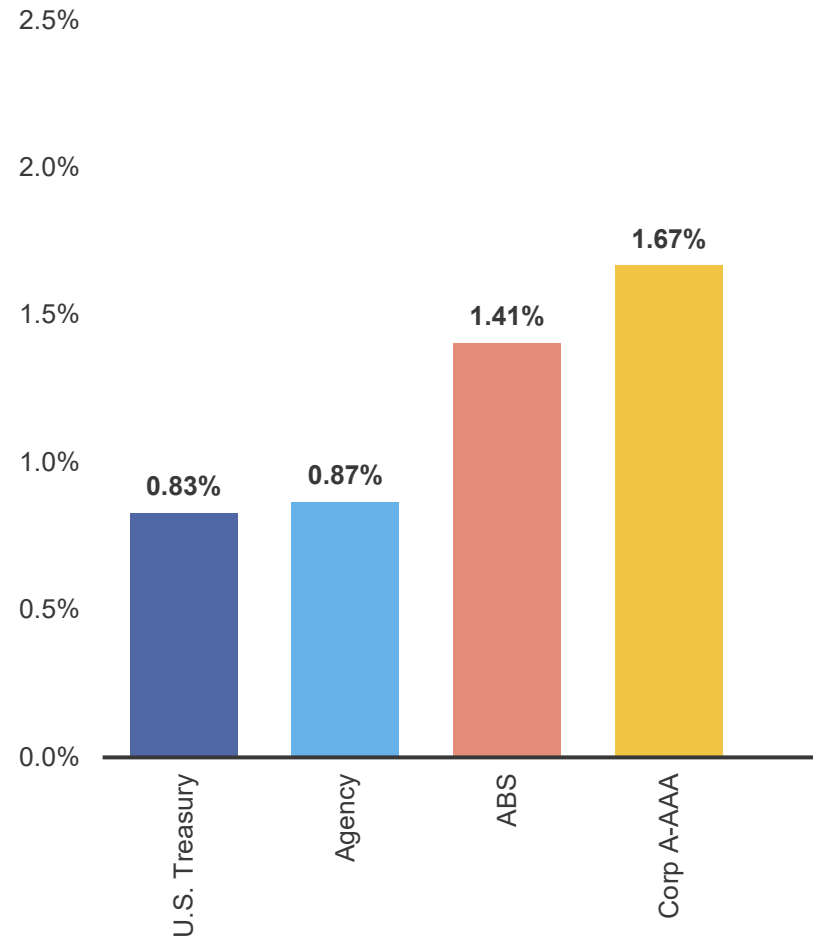
Fixed-Income Markets

1-5 Year Indices

Third Quarter Returns



10-Year Average Returns



Source: ICE BofAML Indices. ABS indices are 0-5 year, based on weighted average life. As of September 30, 2023.

Portfolio Holdings and Transactions

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY NOTES DTD 09/30/2020 0.250% 09/30/2025	91282CAM3	3,835,000.00	AA+	Aaa	9/7/2021	9/9/2021	3,770,583.98	0.67	26.19	3,803,270.11	3,489,250.97
US TREASURY NOTES DTD 09/30/2020 0.250% 09/30/2025	91282CAM3	2,200,000.00	AA+	Aaa	9/27/2021	9/28/2021	2,151,617.19	0.81	15.03	2,175,858.20	2,001,656.36
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	2,150,000.00	AA+	Aaa	11/2/2021	11/8/2021	2,094,906.25	1.02	2,709.53	2,120,614.19	1,947,429.58
US TREASURY NOTES DTD 11/30/2020 0.375% 11/30/2025	91282CAZ4	2,200,000.00	AA+	Aaa	6/22/2022	6/23/2022	1,995,382.81	3.26	2,772.54	2,071,136.79	1,992,718.64
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	4,225,000.00	AA+	Aaa	1/11/2021	1/12/2021	4,199,253.91	0.50	4,003.99	4,213,333.36	3,818,343.75
US TREASURY NOTES DTD 12/31/2020 0.375% 12/31/2025	91282CBC4	2,300,000.00	AA+	Aaa	4/5/2021	4/7/2021	2,245,464.84	0.89	2,179.69	2,274,072.93	2,078,625.00
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	2,725,000.00	AA+	Aaa	1/4/2022	1/6/2022	2,628,347.66	1.27	1,721.64	2,669,519.22	2,452,500.00
US TREASURY NOTES DTD 01/31/2019 2.625% 01/31/2026	9128286A3	2,780,000.00	AA+	Aaa	2/4/2021	2/5/2021	3,075,809.38	0.46	12,294.70	2,918,564.20	2,637,525.00
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	1,385,000.00	AA+	Aaa	2/17/2022	2/18/2022	1,308,013.48	1.84	875.03	1,339,490.99	1,246,500.00
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	1,700,000.00	AA+	Aaa	5/3/2022	5/4/2022	1,545,937.50	2.95	1,074.05	1,603,936.18	1,530,000.00
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	950,000.00	AA+	Aaa	2/26/2021	2/26/2021	930,332.03	0.80	600.20	940,679.57	855,000.00
US TREASURY NOTES DTD 01/31/2021 0.375% 01/31/2026	91282CBH3	2,300,000.00	AA+	Aaa	7/2/2021	7/7/2021	2,255,796.88	0.80	1,453.13	2,277,408.47	2,070,000.00
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	2,160,000.00	AA+	Aaa	3/4/2021	3/9/2021	2,131,312.50	0.77	919.78	2,146,090.43	1,944,337.39
US TREASURY NOTES DTD 02/28/2021 0.500% 02/28/2026	91282CBQ3	3,900,000.00	AA+	Aaa	12/3/2021	12/7/2021	3,794,882.81	1.15	1,660.71	3,840,020.57	3,510,609.18
US TREASURY N/B NOTES DTD 03/15/2023 4.625% 03/15/2026	91282CGR6	2,435,000.00	AA+	Aaa	3/27/2023	3/28/2023	2,495,304.30	3.73	4,950.27	2,484,891.65	2,417,879.03

CITY OF REDWOOD CITY

Portfolio Holdings

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B NOTES DTD 03/31/2021 0.750% 03/31/2026	91282CBT7	3,765,000.00	AA+	Aaa	9/7/2021	9/9/2021	3,763,529.30	0.76	77.15	3,764,193.94	3,403,795.31
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	1,430,000.00	AA+	Aaa	6/7/2021	6/7/2021	1,426,760.16	0.80	3,604.30	1,428,266.98	1,283,871.88
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	1,945,000.00	AA+	Aaa	6/6/2022	6/8/2022	1,782,562.11	2.99	4,902.36	1,836,223.63	1,746,245.31
US TREASURY N/B NOTES DTD 05/31/2021 0.750% 05/31/2026	91282CCF6	2,205,000.00	AA+	Aaa	6/2/2021	6/4/2021	2,200,176.56	0.79	5,557.68	2,202,424.15	1,979,676.56
US TREASURY NOTES DTD 08/15/2016 1.500% 08/15/2026	9128282A7	3,000,000.00	AA+	Aaa	5/31/2022	6/1/2022	2,840,625.00	2.85	5,747.28	2,891,156.01	2,734,687.50
US TREASURY N/B NOTES DTD 09/30/2021 0.875% 09/30/2026	91282CCZ2	2,430,000.00	AA+	Aaa	4/5/2022	4/7/2022	2,237,403.52	2.77	58.09	2,301,170.96	2,168,395.43
US TREASURY NOTES DTD 11/15/2016 2.000% 11/15/2026	912828U24	1,500,000.00	AA+	Aaa	5/31/2022	6/1/2022	1,446,093.75	2.87	11,331.52	1,462,219.27	1,379,531.25
US TREASURY NOTES DTD 02/15/2017 2.250% 02/15/2027	912828V98	5,550,000.00	AA+	Aaa	7/5/2022	7/7/2022	5,406,480.47	2.85	15,948.71	5,444,917.11	5,121,609.38
US TREASURY N/B NOTES DTD 03/31/2022 2.500% 03/31/2027	91282CEF4	2,580,000.00	AA+	Aaa	3/27/2023	3/28/2023	2,467,528.13	3.68	176.23	2,481,894.41	2,396,175.00
US TREASURY N/B NOTES DTD 03/31/2022 2.500% 03/31/2027	91282CEF4	2,850,000.00	AA+	Aaa	4/25/2023	4/26/2023	2,744,349.61	3.52	194.67	2,755,982.20	2,646,937.50
US TREASURY N/B NOTES DTD 03/31/2022 2.500% 03/31/2027	91282CEF4	475,000.00	AA+	Aaa	11/29/2022	11/30/2022	446,277.34	4.03	32.45	451,814.89	441,156.25
US TREASURY N/B NOTES DTD 04/30/2020 0.500% 04/30/2027	912828ZN3	2,400,000.00	AA+	Aaa	8/3/2022	8/5/2022	2,145,000.00	2.92	5,021.74	2,207,238.29	2,069,250.00
US TREASURY N/B NOTES DTD 06/30/2022 3.250% 06/30/2027	91282CEW7	2,730,000.00	AA+	Aaa	4/25/2023	4/26/2023	2,703,766.41	3.50	22,422.35	2,706,482.60	2,593,500.00
US TREASURY NOTES DTD 06/30/2020 0.500% 06/30/2027	912828ZV5	1,135,000.00	AA+	Aaa	8/9/2022	8/12/2022	1,006,913.48	3.00	1,434.17	1,036,726.10	972,198.44
US TREASURY NOTES DTD 08/15/2017 2.250% 08/15/2027	9128282R0	6,600,000.00	AA+	Aaa	9/1/2022	9/6/2022	6,257,367.19	3.40	18,966.03	6,331,439.69	6,031,780.92
US TREASURY N/B NOTES DTD 09/30/2022 4.125% 09/30/2027	91282CFM8	1,680,000.00	AA+	Aaa	11/1/2022	11/3/2022	1,669,040.63	4.27	189.34	1,671,071.05	1,644,825.00
US TREASURY N/B NOTES DTD 09/30/2022 4.125% 09/30/2027	91282CFM8	2,650,000.00	AA+	Aaa	4/25/2023	4/26/2023	2,719,148.44	3.48	298.67	2,712,396.00	2,594,515.63

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY NOTES DTD 10/31/2020 0.500% 10/31/2027	91282CAU5	3,045,000.00	AA+	Aaa	1/4/2023	1/6/2023	2,593,126.76	3.91	6,371.33	2,661,973.85	2,575,403.75
US TREASURY N/B NOTES DTD 10/31/2022 4.125% 10/31/2027	91282CFU0	1,565,000.00	AA+	Aaa	12/6/2022	12/8/2022	1,586,763.28	3.81	27,015.39	1,583,148.24	1,531,743.75
US TREASURY NOTES DTD 11/15/2017 2.250% 11/15/2027	9128283F5	3,500,000.00	AA+	Aaa	5/12/2023	5/15/2023	3,318,710.94	3.50	29,745.24	3,334,029.59	3,182,812.50
US TREASURY N/B NOTES DTD 12/31/2022 3.875% 12/31/2027	91282CGC9	2,660,000.00	AA+	Aaa	4/25/2023	4/26/2023	2,708,004.69	3.45	26,048.85	2,703,569.17	2,578,537.50
US TREASURY NOTES DTD 01/31/2021 0.750% 01/31/2028	91282CBJ9	5,120,000.00	AA+	Aaa	1/31/2023	1/31/2023	4,442,200.00	3.67	6,469.57	4,532,400.11	4,340,800.00
US TREASURY N/B NOTES DTD 02/28/2023 4.000% 02/29/2028	91282CGP0	1,600,000.00	AA+	Aaa	3/3/2023	3/7/2023	1,582,250.00	4.25	5,450.55	1,584,278.57	1,558,750.08
US TREASURY N/B NOTES DTD 03/31/2021 1.250% 03/31/2028	91282CBS9	1,545,000.00	AA+	Aaa	5/8/2023	5/9/2023	1,390,439.65	3.49	52.77	1,402,973.91	1,333,528.13
US TREASURY N/B NOTES DTD 03/31/2023 3.625% 03/31/2028	91282CGT2	2,725,000.00	AA+	Aaa	4/25/2023	4/26/2023	2,750,227.54	3.42	269.89	2,748,014.35	2,612,593.75
US TREASURY N/B NOTES DTD 04/30/2023 3.500% 04/30/2028	91282CHA2	3,530,000.00	AA+	Aaa	5/1/2023	5/1/2023	3,512,625.78	3.61	51,702.99	3,514,081.56	3,364,531.25
US TREASURY N/B NOTES DTD 05/31/2023 3.625% 05/31/2028	91282CHE4	2,515,000.00	AA+	Aaa	5/31/2023	5/31/2023	2,496,825.20	3.79	30,638.68	2,498,048.79	2,410,863.41
US TREASURY N/B NOTES DTD 06/30/2023 4.000% 06/30/2028	91282CHK0	2,895,000.00	AA+	Aaa	7/6/2023	7/10/2023	2,848,747.85	4.36	29,264.67	2,850,860.63	2,817,649.07
Security Type Sub-Total		112,870,000.00					109,115,889.31	2.58	346,249.15	109,977,882.91	103,507,739.45
Supranational											
INTER-AMERICAN DEVEL BK NOTES DTD 09/23/2021 0.500% 09/23/2024	4581X0DZ8	2,360,000.00	AAA	Aaa	9/15/2021	9/23/2021	2,358,253.60	0.52	262.22	2,359,429.55	2,246,148.88
Security Type Sub-Total		2,360,000.00					2,358,253.60	0.52	262.22	2,359,429.55	2,246,148.88

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Negotiable CD											
TORONTO DOMINION BANK NY CERT DEPOS DTD 10/31/2022 5.470% 10/25/2024	89115B6F2	1,700,000.00	A	A1	10/27/2022	10/31/2022	1,700,000.00	5.44	86,532.36	1,700,000.00	1,699,459.57
COOPERAT RABOBANK UA/NY CERT DEPOS DTD 07/20/2023 5.080% 07/17/2026	21684LGS5	2,000,000.00	A+	Aa2	7/17/2023	7/20/2023	2,000,000.00	5.08	20,037.78	2,000,000.00	1,957,980.00
Security Type Sub-Total		3,700,000.00					3,700,000.00	5.25	106,570.14	3,700,000.00	3,657,439.57
Municipal											
CA ST TXBL GO BONDS DTD 10/24/2019 2.400% 10/01/2023	13063DRJ9	1,090,000.00	AA-	Aa2	10/16/2019	10/24/2019	1,111,810.90	1.87	13,080.00	1,090,000.00	1,090,000.00
MD ST TXBL GO BONDS DTD 08/05/2020 0.510% 08/01/2024	574193TQ1	435,000.00	AAA	Aaa	7/23/2020	8/5/2020	434,878.20	0.52	369.75	434,974.50	417,713.10
UNIV OF CAL TXBL REV BONDS DTD 07/16/2020 0.883% 05/15/2025	91412HGE7	155,000.00	AA	Aa2	7/14/2020	7/16/2020	155,561.10	0.81	517.05	155,181.86	144,593.30
UNIV OF CAL TXBL REV BONDS DTD 07/16/2020 0.883% 05/15/2025	91412HGE7	350,000.00	AA	Aa2	7/10/2020	7/16/2020	350,000.00	0.88	1,167.52	350,000.00	326,501.00
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	850,000.00	AA	Aa3	9/3/2020	9/16/2020	850,000.00	1.26	2,673.25	850,000.00	789,981.50
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	330,000.00	AA	Aa3	9/3/2020	9/16/2020	332,333.10	1.11	1,037.85	330,852.40	306,698.70
LOS ANGELES CCD, CA TXBL GO BONDS DTD 11/10/2020 0.773% 08/01/2025	54438CYK2	605,000.00	AA+	Aaa	10/30/2020	11/10/2020	605,000.00	0.77	779.44	605,000.00	559,110.75
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 1.047% 01/01/2026	646140DP5	335,000.00	AA-	A1	1/22/2021	2/4/2021	335,000.00	1.05	876.86	335,000.00	305,942.10
Security Type Sub-Total		4,150,000.00					4,174,583.30	1.20	20,501.72	4,151,008.76	3,940,540.45

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency											
FANNIE MAE NOTES DTD 01/10/2020 1.625% 01/07/2025	3135G0X24	1,485,000.00	AA+	Aaa	3/4/2020	3/5/2020	1,540,227.15	0.84	5,630.63	1,499,485.81	1,417,180.05
FEDERAL HOME LOAN BANK NOTES DTD 04/16/2020 0.500% 04/14/2025	3130AJHU6	1,645,000.00	AA+	Aaa	4/15/2020	4/16/2020	1,636,840.80	0.60	3,815.49	1,642,490.51	1,530,628.09
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	2,315,000.00	AA+	Aaa	6/3/2020	6/5/2020	2,326,852.80	0.52	6,390.36	2,318,784.65	2,155,741.89
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	1,100,000.00	AA+	Aaa	5/21/2020	5/26/2020	1,103,619.00	0.56	3,036.46	1,101,149.11	1,024,326.60
FANNIE MAE NOTES DTD 04/24/2020 0.625% 04/22/2025	3135G03U5	65,000.00	AA+	Aaa	4/22/2020	4/24/2020	64,866.10	0.67	179.43	64,958.23	60,528.39
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	2,275,000.00	AA+	Aaa	10/1/2020	10/5/2020	2,285,669.75	0.40	3,286.11	2,278,886.13	2,100,596.22
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	485,000.00	AA+	Aaa	9/17/2020	9/18/2020	486,726.60	0.42	700.56	485,622.69	447,819.42
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	2,550,000.00	AA+	Aaa	6/17/2020	6/19/2020	2,544,721.50	0.54	3,683.33	2,548,191.30	2,354,514.45
FANNIE MAE NOTES DTD 06/19/2020 0.500% 06/17/2025	3135G04Z3	2,065,000.00	AA+	Aaa	8/3/2020	8/4/2020	2,075,758.65	0.39	2,982.78	2,068,781.87	1,906,695.04
FREDDIE MAC NOTES (CALLABLE) DTD 06/30/2022 4.000% 06/30/2025	3134GXZF4	2,350,000.00	AA+	Aaa	6/22/2022	6/30/2022	2,350,000.00	4.00	23,761.11	2,350,000.00	2,293,536.55
FREDDIE MAC NOTES DTD 07/23/2020 0.375% 07/21/2025	3137EAEU9	1,545,000.00	AA+	Aaa	7/21/2020	7/23/2020	1,537,305.90	0.48	1,126.56	1,542,220.17	1,418,028.81
FANNIE MAE NOTES DTD 08/27/2020 0.375% 08/25/2025	3135G05X7	1,545,000.00	AA+	Aaa	8/25/2020	8/27/2020	1,537,769.40	0.47	579.38	1,542,248.88	1,412,479.17
FREDDIE MAC NOTES DTD 09/25/2020 0.375% 09/23/2025	3137EAEX3	2,230,000.00	AA+	Aaa	9/23/2020	9/25/2020	2,223,287.70	0.44	185.83	2,227,339.37	2,033,619.51
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	895,000.00	AA+	Aaa	11/19/2020	11/24/2020	894,659.90	0.51	1,790.00	894,855.61	814,120.64
FANNIE MAE NOTES DTD 11/12/2020 0.500% 11/07/2025	3135G06G3	1,455,000.00	AA+	Aaa	11/9/2020	11/12/2020	1,449,791.10	0.57	2,910.00	1,452,803.17	1,323,514.56
Security Type Sub-Total		24,005,000.00					24,058,096.35	0.87	60,058.03	24,017,817.50	22,293,329.39

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
PFIZER INC CORP NOTES DTD 03/11/2019 2.950% 03/15/2024	717081ES8	2,070,000.00	A+	A1	4/2/2019	4/4/2019	2,095,316.10	2.68	2,714.00	2,071,950.68	2,043,501.93
BLACKROCK INC CORP NOTES DTD 03/18/2014 3.500% 03/18/2024	09247XAL5	2,080,000.00	AA-	Aa3	5/30/2019	5/31/2019	2,173,912.00	2.50	2,628.89	2,089,053.70	2,056,951.52
JP MORGAN CHASE BANK CORP NOTE DTD 05/13/2014 3.625% 05/13/2024	46625HJX9	1,600,000.00	A-	A1	8/28/2019	8/30/2019	1,714,256.00	2.02	22,233.33	1,614,963.68	1,579,414.40
HERSHEY COMPANY CORP NOTES (CALLABLE) DTD 10/31/2019 2.050% 11/15/2024	427866BC1	1,215,000.00	A	A1	5/4/2020	5/6/2020	1,274,778.00	0.94	9,409.50	1,228,996.08	1,168,599.15
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 02/06/2020 1.800% 02/06/2025	69371RQ66	1,255,000.00	A+	A1	5/11/2020	5/13/2020	1,275,117.65	1.45	3,451.25	1,260,744.58	1,193,435.98
MICROSOFT CORP (CALLABLE) NOTES DTD 02/12/2015 2.700% 02/12/2025	594918BB9	1,415,000.00	AAA	Aaa	3/23/2021	3/25/2021	1,516,073.45	0.83	5,200.13	1,446,052.69	1,367,083.86
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	730,000.00	A+	A1	5/20/2020	5/26/2020	737,132.10	1.58	1,752.00	732,072.61	693,397.07
TOYOTA MOTOR CREDIT CORP CORP NOTES DTD 02/13/2020 1.800% 02/13/2025	89236TGT6	530,000.00	A+	A1	5/20/2020	5/26/2020	535,178.10	1.58	1,272.00	531,504.77	503,425.27
INTEL CORP (CALLABLE) CORPORATE NOTES DTD 03/25/2020 3.400% 03/25/2025	458140BP4	1,150,000.00	A	A2	5/4/2020	5/6/2020	1,271,589.50	1.17	651.67	1,185,521.31	1,113,754.30
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	390,000.00	BBB+	A3	4/27/2021	5/4/2021	390,000.00	0.98	1,594.13	390,000.00	376,649.91
CITIGROUP INC (CALLABLE) CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	415,000.00	BBB+	A3	4/28/2021	5/4/2021	416,099.75	0.91	1,696.31	415,214.32	400,794.14
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 05/22/2015 3.750% 05/22/2025	38148LAE6	1,080,000.00	BBB+	A2	2/12/2021	2/17/2021	1,206,554.40	0.94	14,512.50	1,124,026.43	1,041,219.36

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
JPMORGAN CHASE & CO (CALLABLE) CORP NOTE DTD 06/01/2021 0.824% 06/01/2025	46647PCH7	270,000.00	A-	A1	5/24/2021	6/1/2021	270,000.00	0.82	741.60	270,000.00	261,004.14
BRISTOL-MYERS SQUIBB CO CORPORATE NOTES DTD 11/13/2020 0.750% 11/13/2025	110122DN5	565,000.00	A+	A2	6/17/2021	6/21/2021	559,372.60	0.98	1,624.38	562,287.92	512,543.14
BANK OF AMERICA CORP NOTES (CALLABLE) DTD 03/22/2022 3.384% 04/02/2026	06051GKM0	1,170,000.00	A-	A1	3/17/2022	3/22/2022	1,170,000.00	3.38	19,686.42	1,170,000.00	1,121,467.23
WELLS FARGO BANK NA BANK NOTES (CALLABLE) DTD 08/09/2023 5.450% 08/07/2026	94988J6D4	3,000,000.00	A+	Aa2	8/22/2023	8/24/2023	2,991,210.00	5.56	23,616.67	2,991,519.56	2,981,475.00
BANK OF AMERICA NA CORPORATE NOTES DTD 08/18/2023 5.526% 08/18/2026	06428CAA2	1,190,000.00	A+	Aa1	8/14/2023	8/18/2023	1,190,000.00	5.53	7,854.60	1,190,000.00	1,183,948.85
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	210,000.00	A	A2	1/19/2022	1/24/2022	209,643.00	1.99	864.50	209,763.83	189,478.38
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	610,000.00	A	A2	1/28/2022	2/1/2022	606,401.00	2.08	2,511.17	607,608.62	550,389.58
TARGET CORP CORP NOTES (CALLABLE) DTD 01/24/2022 1.950% 01/15/2027	87612EBM7	375,000.00	A	A2	1/27/2022	1/31/2022	374,771.25	1.96	1,543.75	374,848.09	338,354.25
BANK OF NY MELLON CORP (CALLABLE) CORPOR DTD 01/26/2022 2.050% 01/26/2027	06406RBA4	2,220,000.00	A	A1	1/26/2022	1/28/2022	2,227,148.40	1.98	8,217.08	2,224,712.44	1,984,315.92
HOME DEPOT INC CORP NOTES (CALLABLE) DTD 09/14/2017 2.800% 09/14/2027	437076BT8	1,225,000.00	A	A2	1/26/2023	1/30/2023	1,155,665.00	4.16	1,619.72	1,165,687.36	1,121,857.45
AMAZON.COM INC CORP NOTE (CALLABLE) DTD 12/01/2022 4.550% 12/01/2027	023135CP9	2,570,000.00	AA	A1	1/4/2023	1/6/2023	2,579,252.00	4.47	38,978.33	2,577,843.17	2,513,997.13
JPMORGAN CHASE CORP NOTES (CALLABLE) DTD 02/24/2022 2.947% 02/24/2028	46647PCW4	265,000.00	A-	A1	9/14/2023	9/18/2023	242,308.05	5.13	802.65	242,490.15	240,219.59

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
MORGAN STANLEY CORPORATE NOTES (CALLABLE) DTD 04/20/2022 4.210% 04/20/2028	61747YER2	1,560,000.00	A-	A1	8/22/2023	8/24/2023	1,477,522.80	5.51	29,371.77	1,479,365.32	1,466,088.00
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	720,000.00	A	A2	7/14/2023	7/18/2023	726,991.20	4.73	7,623.00	726,703.58	709,272.00
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	675,000.00	A	A2	7/11/2023	7/14/2023	673,994.25	4.98	7,146.56	674,037.74	664,942.50
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 07/14/2023 4.950% 07/14/2028	24422EXB0	290,000.00	A	A2	7/13/2023	7/14/2023	293,944.00	4.64	3,070.38	293,773.46	285,679.00
CITIBANK NA CORP NOTES (CALLABLE) DTD 09/29/2023 5.803% 09/29/2028	17325FBB3	2,175,000.00	A+	Aa3	9/26/2023	9/29/2023	2,175,000.00	5.80	701.20	2,175,000.00	2,174,760.75
Security Type Sub-Total		33,020,000.00					33,529,230.60	3.21	223,089.49	33,025,742.09	31,838,019.80
Agency CMBS											
FHMS K043 A2 DTD 03/01/2015 3.062% 12/01/2024	3137BGK24	920,000.00	AA+	Aaa	3/19/2020	3/25/2020	965,568.75	1.95	2,347.53	931,365.57	891,797.25
FHMS K061 A2 DTD 01/30/2017 3.347% 11/01/2026	3137BTUM1	1,435,000.00	AA+	Aaa	5/19/2023	5/24/2023	1,390,828.91	4.31	4,002.45	1,395,397.12	1,359,106.62
FHMS K064 A2 DTD 05/15/2017 3.224% 03/01/2027	3137BXQY1	2,125,000.00	AA+	Aaa	8/16/2023	8/18/2023	2,004,472.66	4.98	5,709.17	2,008,580.49	1,993,986.31
FHLMC MULTIFAMILY STRUCTURED P DTD 07/01/2017 3.243% 04/01/2027	3137F1G44	1,210,000.00	AA+	Aaa	8/16/2023	8/18/2023	1,140,850.39	4.97	3,270.03	1,143,151.89	1,133,121.97
FHLMC MULTIFAMILY STRUCTURED P DTD 08/01/2017 3.117% 06/01/2027	3137F2LJ3	1,875,000.00	AA+	Aaa	8/17/2023	8/22/2023	1,753,417.97	5.01	4,870.31	1,756,944.64	1,745,520.53
FHMS K507 A1 DTD 09/01/2023 4.800% 04/01/2028	3137HAMR4	1,940,000.00	AA+	Aaa	9/20/2023	9/28/2023	1,909,555.58	5.19	7,760.00	1,909,607.06	1,896,764.46
FHMS K506 A1 DTD 09/01/2023 4.650% 05/01/2028	3137HAMG8	1,015,000.00	AA+	Aaa	9/7/2023	9/14/2023	999,820.68	5.01	3,933.13	999,960.40	985,372.97

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Agency CMBS											
FHMS K505 A2 DTD 07/01/2023 4.819% 06/01/2028	3137HACX2	2,000,000.00	AA+	Aaa	7/13/2023	7/20/2023	2,019,976.00	4.59	8,031.67	2,019,155.84	1,963,208.96
FHMS KJ46 A1 DTD 07/01/2023 4.777% 06/01/2028	3137HAD45	1,668,385.38	AA+	Aaa	7/19/2023	7/27/2023	1,668,343.67	4.78	6,641.56	1,668,345.22	1,637,259.93
FNA 2023-M6 A2 DTD 07/01/2023 4.190% 07/01/2028	3136BQDE6	2,075,000.00	AA+	Aaa	7/18/2023	7/31/2023	2,039,822.27	4.58	7,245.21	2,041,035.97	1,982,596.54
FHMS K506 A2 DTD 09/01/2023 4.650% 08/01/2028	3137HAMH6	2,025,000.00	AA+	Aaa	9/7/2023	9/14/2023	1,995,044.18	4.99	7,846.88	1,995,304.48	1,967,430.08
FHMS KJ47 A1 DTD 09/01/2023 5.272% 08/01/2028	3137HAMN3	1,135,000.00	AA+	Aaa	9/19/2023	9/28/2023	1,134,994.33	5.27	4,986.43	1,134,995.32	1,131,989.30
FHMS K507 A2 DTD 09/01/2023 4.800% 09/01/2028	3137HAMS2	2,000,000.00	AA+	Aaa	9/20/2023	9/28/2023	1,976,094.00	5.07	8,000.00	1,976,131.14	1,963,773.66
Security Type Sub-Total		21,423,385.38					20,998,789.39	4.76	74,644.37	20,979,975.14	20,651,928.58
ABS											
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	7,021.05	NR	NR	1/14/2020	1/22/2020	7,019.67	1.89	5.90	7,020.71	7,012.02
HAROT 2021-1 A3 DTD 02/24/2021 0.270% 04/21/2025	43813GAC5	119,677.66	NR	Aaa	2/17/2021	2/24/2021	119,675.46	0.27	8.98	119,676.84	117,624.72
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	147,711.62	AAA	NR	4/20/2021	4/28/2021	147,696.07	0.38	24.95	147,704.68	144,796.69
CARMX 2021-1 A3 DTD 01/27/2021 0.340% 12/15/2025	14316NAC3	95,768.21	AAA	NR	1/20/2021	1/27/2021	95,749.29	0.34	14.47	95,759.66	93,384.04
TAOT 2021-C A3 DTD 09/27/2021 0.430% 01/15/2026	89239BAC5	419,854.73	AAA	Aaa	9/21/2021	9/27/2021	419,821.27	0.43	80.24	419,836.90	406,028.62
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	269,833.69	AAA	NR	4/13/2021	4/21/2021	269,775.53	0.52	62.36	269,804.99	261,787.57
HART 2021-C A3 DTD 11/17/2021 0.740% 05/15/2026	44935FAD6	227,069.84	AAA	NR	11/9/2021	11/17/2021	227,019.16	0.75	74.68	227,040.27	219,433.05
DCENT 2021-A1 A1 DTD 09/27/2021 0.580% 09/15/2026	254683CP8	450,000.00	AAA	Aaa	9/20/2021	9/27/2021	449,903.66	0.58	116.00	449,942.64	428,066.73
KCOT 2023-2A A3 DTD 07/26/2023 5.280% 01/18/2028	500945AC4	515,000.00	NR	Aaa	7/18/2023	7/26/2023	514,869.91	5.29	1,208.53	514,875.23	509,637.36

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
ABS											
BAAT 2023-1A A3 DTD 07/31/2023 5.530% 02/15/2028	06428AAC2	845,000.00	NR	Aaa	7/25/2023	7/31/2023	844,967.97	5.53	2,076.82	844,969.17	842,871.11
HAROT 2023-3 A3 DTD 08/22/2023 5.410% 02/18/2028	43815QAC1	1,290,000.00	AAA	NR	8/15/2023	8/22/2023	1,289,734.00	5.42	2,520.16	1,289,740.48	1,285,960.88
TAOT 2023-C A3 DTD 08/15/2023 5.160% 04/17/2028	89231FAD2	400,000.00	AAA	NR	8/8/2023	8/15/2023	399,909.52	5.17	917.33	399,912.01	396,819.64
USAOT 2023-A A3 DTD 09/15/2023 5.580% 05/15/2028	90291VAC4	1,605,000.00	AAA	Aaa	9/7/2023	9/15/2023	1,604,719.13	5.58	3,980.40	1,604,717.16	1,601,459.53
FITAT 2023-1 A3 DTD 08/23/2023 5.530% 08/15/2028	31680EAD3	1,405,000.00	AAA	Aaa	8/15/2023	8/23/2023	1,404,912.89	5.53	3,453.18	1,404,914.76	1,400,166.52
AMXCA 2023-3 A DTD 09/19/2023 5.230% 09/15/2028	02582JKD1	1,645,000.00	AAA	NR	9/12/2023	9/19/2023	1,644,926.47	5.23	2,867.78	1,644,923.17	1,639,400.42
CHAIT 2023-A1 A DTD 09/15/2023 5.160% 09/15/2028	161571HT4	1,610,000.00	AAA	NR	9/7/2023	9/15/2023	1,609,553.71	5.17	3,692.27	1,609,553.49	1,601,187.99
Security Type Sub-Total		11,051,936.80					11,050,253.71	4.63	21,104.05	11,050,392.16	10,955,636.89
Managed Account Sub Total		212,580,322.18					208,985,096.26	2.83	852,479.17	209,262,248.11	199,090,783.01
Securities Sub Total		\$212,580,322.18					\$208,985,096.26	2.83%	\$852,479.17	\$209,262,248.11	\$199,090,783.01
Accrued Interest											\$852,479.17
Total Investments											\$199,943,262.18

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
BUY									
7/6/2023	7/10/2023	2,895,000.00	91282CHK0	US TREASURY N/B NOTES	4.00%	6/30/2028	2,851,894.59	4.36%	
7/11/2023	7/14/2023	675,000.00	24422EXB0	JOHN DEERE CAPITAL CORP CORPORATE NOTES	4.95%	7/14/2028	673,994.25	4.98%	
7/13/2023	7/14/2023	290,000.00	24422EXB0	JOHN DEERE CAPITAL CORP CORPORATE NOTES	4.95%	7/14/2028	293,944.00	4.64%	
7/13/2023	7/20/2023	2,000,000.00	3137HACX2	FHMS K505 A2	4.81%	6/1/2028	2,025,062.72	4.59%	
7/14/2023	7/18/2023	720,000.00	24422EXB0	JOHN DEERE CAPITAL CORP CORPORATE NOTES	4.95%	7/14/2028	727,387.20	4.73%	
7/17/2023	7/20/2023	2,000,000.00	21684LGS5	COOPERAT RABOBANK UA/NY CERT DEPOS	5.08%	7/17/2026	2,000,000.00	5.08%	
7/18/2023	7/21/2023	515,000.00	912796Y29	US TREASURY BILL	0.00%	7/27/2023	514,574.05	4.97%	
7/18/2023	7/26/2023	515,000.00	500945AC4	KCOT 2023-2A A3	5.28%	1/18/2028	514,869.91	5.29%	
7/18/2023	7/31/2023	2,075,000.00	3136BQDE6	FNA 2023-M6 A2	4.19%	7/1/2028	2,047,067.48	4.58%	
7/18/2023	7/21/2023	2,063,000.00	91282CCN9	US TREASURY N/B NOTES	0.12%	7/31/2023	2,061,478.22	4.94%	
7/19/2023	7/21/2023	1,681,000.00	912796Y29	US TREASURY BILL	0.00%	7/27/2023	1,679,598.89	5.01%	
7/19/2023	7/27/2023	1,670,000.00	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	1,675,719.84	4.78%	
7/25/2023	7/31/2023	845,000.00	06428AAC2	BAAT 2023-1A A3	5.53%	2/15/2028	844,967.97	5.53%	
8/1/2023	8/1/2023	715,000.00	912796Z51	US TREASURY BILL	0.00%	8/31/2023	711,874.26	5.27%	
8/8/2023	8/15/2023	400,000.00	89231FAD2	TAOT 2023-C A3	5.16%	4/17/2028	399,909.52	5.17%	
8/14/2023	8/18/2023	1,190,000.00	06428CAA2	BANK OF AMERICA NA CORPORATE NOTES	5.52%	8/18/2026	1,190,000.00	5.53%	
8/15/2023	8/22/2023	1,290,000.00	43815QAC1	HAROT 2023-3 A3	5.41%	2/18/2028	1,289,734.00	5.42%	

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
BUY									
8/15/2023	8/23/2023	1,405,000.00	31680EAD3	FITAT 2023-1 A3	5.53%	8/15/2028	1,404,912.89	5.53%	
8/16/2023	8/18/2023	1,210,000.00	3137F1G44	FHLMC MULTIFAMILY STRUCTURED P	3.24%	4/1/2027	1,142,703.40	4.97%	
8/16/2023	8/18/2023	2,125,000.00	3137BXQY1	FHMS K064 A2	3.22%	3/1/2027	2,007,707.85	4.98%	
8/17/2023	8/17/2023	2,165,000.00	912797GH4	US TREASURY BILL	0.00%	8/22/2023	2,163,433.08	5.21%	
8/17/2023	8/22/2023	1,875,000.00	3137F2LJ3	FHLMC MULTIFAMILY STRUCTURED P	3.11%	6/1/2027	1,756,827.19	5.01%	
8/22/2023	8/24/2023	3,000,000.00	94988J6D4	WELLS FARGO BANK NA BANK NOTES (CALLABLE	5.45%	8/7/2026	2,998,022.50	5.56%	
8/22/2023	8/24/2023	1,560,000.00	61747YER2	MORGAN STANLEY CORPORATE NOTES (CALLABLE	4.21%	4/20/2028	1,500,144.53	5.51%	
9/7/2023	9/14/2023	2,025,000.00	3137HAMH6	FHMS K506 A2	4.65%	8/1/2028	1,998,444.49	4.99%	
9/7/2023	9/14/2023	1,015,000.00	3137HAMG8	FHMS K506 A1	4.65%	5/1/2028	1,001,525.03	5.01%	
9/7/2023	9/15/2023	1,605,000.00	90291VAC4	USAOT 2023-A A3	5.58%	5/15/2028	1,604,719.13	5.58%	
9/7/2023	9/15/2023	1,610,000.00	161571HT4	CHAIT 2023-A1 A	5.16%	9/15/2028	1,609,553.71	5.17%	
9/12/2023	9/19/2023	1,645,000.00	02582JKD1	AMXCA 2023-3 A	5.23%	9/15/2028	1,644,926.47	5.23%	
9/14/2023	9/18/2023	265,000.00	46647PCW4	JPMORGAN CHASE CORP NOTES (CALLABLE)	2.94%	2/24/2028	242,828.69	5.13%	
9/19/2023	9/28/2023	1,135,000.00	3137HAMN3	FHMS KJ47 A1	5.27%	8/1/2028	1,139,482.12	5.27%	
9/20/2023	9/28/2023	2,000,000.00	3137HAMS2	FHMS K507 A2	4.80%	9/1/2028	1,983,294.00	5.07%	
9/20/2023	9/28/2023	1,940,000.00	3137HAMR4	FHMS K507 A1	4.80%	4/1/2028	1,916,539.58	5.19%	
9/21/2023	9/21/2023	2,875,000.00	912796CS6	US TREASURY BILL	0.00%	9/28/2023	2,872,072.93	5.24%	

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
BUY									
9/26/2023	9/29/2023	2,175,000.00	17325FBB3	CITIBANK NA CORP NOTES (CALLABLE)	5.80%	9/29/2028	2,175,000.00	5.80%	
Total BUY		53,169,000.00					52,664,214.49		0.00
INTEREST									
7/1/2023	7/1/2023	1,180,000.00	341271AD6	FL ST BOARD OF ADMIN TXBL REV BONDS	1.25%	7/1/2025	7,422.20		
7/1/2023	7/1/2023	335,000.00	646140DP5	NJ TURNPIKE AUTHORITY TXBL REV BONDS	1.04%	1/1/2026	1,753.73		
7/1/2023	7/25/2023	920,000.00	3137BGK24	FHMS K043 A2	3.06%	12/1/2024	2,347.53		
7/1/2023	7/25/2023	1,435,000.00	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	4,002.45		
7/3/2023	7/3/2023		MONEY0002	MONEY MARKET FUND			828.11		
7/7/2023	7/7/2023	3,260,000.00	3135G0X24	FANNIE MAE NOTES	1.62%	1/7/2025	26,487.50		
7/10/2023	7/10/2023	1,210,000.00	24422EYV2	JOHN DEERE CAPITAL CORP CORPORATE NOTES	1.25%	1/10/2025	7,562.50		
7/15/2023	7/15/2023	201,242.95	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	63.73		
7/15/2023	7/15/2023	516,161.30	89239BAC5	TAOT 2021-C A3	0.43%	1/15/2026	184.96		
7/15/2023	7/15/2023	125,463.87	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	35.55		
7/15/2023	7/15/2023	61,153.41	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/2024	96.32		
7/15/2023	7/15/2023	450,000.00	254683CP8	DCENT 2021-A1 A1	0.58%	9/15/2026	217.50		
7/15/2023	7/15/2023	340,599.83	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	147.59		
7/15/2023	7/15/2023	265,000.00	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	163.42		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
7/15/2023	7/15/2023	1,195,000.00	87612EBM7	TARGET CORP CORP NOTES (CALLABLE)	1.95%	1/15/2027	11,651.25		
7/21/2023	7/21/2023	8,620.29	43813RAC1	HAROT 2020-1 A3	1.61%	4/22/2024	11.57		
7/21/2023	7/21/2023	173,858.22	43813GAC5	HAROT 2021-1 A3	0.27%	4/21/2025	39.12		
7/21/2023	7/21/2023	1,545,000.00	3137EAEU9	FREDDIE MAC NOTES	0.37%	7/21/2025	2,896.88		
7/26/2023	7/26/2023	2,220,000.00	06406RBA4	BANK OF NY MELLON CORP (CALLABLE) CORPOR	2.05%	1/26/2027	22,755.00		
7/31/2023	7/31/2023	9,060,000.00	91282CBH3	US TREASURY NOTES	0.37%	1/31/2026	16,987.50		
7/31/2023	7/31/2023	2,780,000.00	9128286A3	US TREASURY NOTES	2.62%	1/31/2026	36,487.50		
7/31/2023	7/31/2023	5,120,000.00	91282CBJ9	US TREASURY NOTES	0.75%	1/31/2028	19,200.00		
7/31/2023	7/31/2023	1,750,000.00	9128282N9	US TREASURY NOTES	2.12%	7/31/2024	18,593.75		
8/1/2023	8/1/2023		MONEY0002	MONEY MARKET FUND			1,179.23		
8/1/2023	8/1/2023	605,000.00	54438CYK2	LOS ANGELES CCD, CA TXBL GO BONDS	0.77%	8/1/2025	2,338.33		
8/1/2023	8/1/2023	435,000.00	574193TQ1	MD ST TXBL GO BONDS	0.51%	8/1/2024	1,109.25		
8/1/2023	8/25/2023	1,435,000.00	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	4,002.45		
8/1/2023	8/25/2023	920,000.00	3137BGK24	FHMS K043 A2	3.06%	12/1/2024	2,347.53		
8/1/2023	8/25/2023	2,000,000.00	3137HACX2	FHMS K505 A2	4.81%	6/1/2028	8,031.67		
8/1/2023	8/25/2023	1,670,000.00	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	6,647.99		
8/1/2023	8/25/2023	2,075,000.00	3136BQDE6	FNA 2023-M6 A2	4.19%	7/1/2028	7,245.21		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
8/6/2023	8/6/2023	1,255,000.00	69371RQ66	PACCAR FINANCIAL CORP CORPORATE NOTES	1.80%	2/6/2025	11,295.00		
8/12/2023	8/12/2023	1,415,000.00	594918BB9	MICROSOFT CORP (CALLABLE) NOTES	2.70%	2/12/2025	19,102.50		
8/13/2023	8/13/2023	1,260,000.00	89236TGT6	TOYOTA MOTOR CREDIT CORP CORP NOTES	1.80%	2/13/2025	11,340.00		
8/15/2023	8/15/2023	182,679.00	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	57.85		
8/15/2023	8/15/2023	2,075,000.00	91282CDZ1	US TREASURY N/B NOTES	1.50%	2/15/2025	15,562.50		
8/15/2023	8/15/2023	482,324.30	89239BAC5	TAOT 2021-C A3	0.43%	1/15/2026	172.83		
8/15/2023	8/15/2023	6,600,000.00	9128282R0	US TREASURY NOTES	2.25%	8/15/2027	74,250.00		
8/15/2023	8/15/2023	316,622.52	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	137.20		
8/15/2023	8/15/2023	42,586.55	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/2024	67.07		
8/15/2023	8/15/2023	259,128.56	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	159.80		
8/15/2023	8/15/2023	515,000.00	500945AC4	KCOT 2023-2A A3	5.28%	1/18/2028	1,435.13		
8/15/2023	8/15/2023	3,000,000.00	9128282A7	US TREASURY NOTES	1.50%	8/15/2026	22,500.00		
8/15/2023	8/15/2023	5,550,000.00	912828V98	US TREASURY NOTES	2.25%	2/15/2027	62,437.50		
8/15/2023	8/15/2023	115,493.32	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	32.72		
8/15/2023	8/15/2023	450,000.00	254683CP8	DCENT 2021-A1 A1	0.58%	9/15/2026	217.50		
8/15/2023	8/15/2023	845,000.00	06428AAC2	BAAT 2023-1A A3	5.53%	2/15/2028	1,947.02		
8/21/2023	8/21/2023	155,069.76	43813GAC5	HAROT 2021-1 A3	0.27%	4/21/2025	34.89		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
8/25/2023	8/25/2023	1,545,000.00	3135G05X7	FANNIE MAE NOTES	0.37%	8/25/2025	2,896.88		
8/31/2023	8/31/2023	1,600,000.00	91282CGP0	US TREASURY N/B NOTES	4.00%	2/29/2028	32,000.00		
8/31/2023	8/31/2023	6,060,000.00	91282CBQ3	US TREASURY NOTES	0.50%	2/28/2026	15,150.00		
9/1/2023	9/1/2023		MONEY0002	MONEY MARKET FUND			916.50		
9/1/2023	9/25/2023	1,435,000.00	3137BTUM1	FHMS K061 A2	3.34%	11/1/2026	4,002.45		
9/1/2023	9/25/2023	2,000,000.00	3137HACX2	FHMS K505 A2	4.81%	6/1/2028	8,031.67		
9/1/2023	9/25/2023	2,125,000.00	3137BXQY1	FHMS K064 A2	3.22%	3/1/2027	5,709.17		
9/1/2023	9/25/2023	1,210,000.00	3137F1G44	FHLMC MULTIFAMILY STRUCTURED P	3.24%	4/1/2027	3,270.03		
9/1/2023	9/25/2023	2,075,000.00	3136BQDE6	FNA 2023-M6 A2	4.19%	7/1/2028	7,245.21		
9/1/2023	9/25/2023	1,875,000.00	3137F2LJ3	FHLMC MULTIFAMILY STRUCTURED P	3.11%	6/1/2027	4,870.31		
9/1/2023	9/25/2023	920,000.00	3137BGK24	FHMS K043 A2	3.06%	12/1/2024	2,347.53		
9/1/2023	9/25/2023	1,669,194.84	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	6,644.79		
9/14/2023	9/14/2023	1,225,000.00	437076BT8	HOME DEPOT INC CORP NOTES (CALLABLE)	2.80%	9/14/2027	17,150.00		
9/15/2023	9/15/2023	515,000.00	500945AC4	KCOT 2023-2A A3	5.28%	1/18/2028	2,266.00		
9/15/2023	9/15/2023	243,054.14	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	149.88		
9/15/2023	9/15/2023	293,964.35	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	127.38		
9/15/2023	9/15/2023	450,000.00	254683CP8	DCENT 2021-A1 A1	0.58%	9/15/2026	217.50		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
9/15/2023	9/15/2023	106,198.89	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	30.09		
9/15/2023	9/15/2023	165,089.84	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	52.28		
9/15/2023	9/15/2023	1,405,000.00	31680EAD3	FITAT 2023-1 A3	5.53%	8/15/2028	4,748.12		
9/15/2023	9/15/2023	451,192.15	89239BAC5	TAOT 2021-C A3	0.43%	1/15/2026	161.68		
9/15/2023	9/15/2023	2,435,000.00	91282CGR6	US TREASURY N/B NOTES	4.62%	3/15/2026	56,309.38		
9/15/2023	9/15/2023	845,000.00	06428AAC2	BAAT 2023-1A A3	5.53%	2/15/2028	3,894.04		
9/15/2023	9/15/2023	400,000.00	89231FAD2	TAOT 2023-C A3	5.16%	4/17/2028	1,720.00		
9/15/2023	9/15/2023	25,407.35	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/2024	40.02		
9/15/2023	9/15/2023	2,070,000.00	717081ES8	PFIZER INC CORP NOTES	2.95%	3/15/2024	30,532.50		
9/18/2023	9/18/2023	2,080,000.00	09247XAL5	BLACKROCK INC CORP NOTES	3.50%	3/18/2024	36,400.00		
9/18/2023	9/18/2023	1,290,000.00	43815QAC1	HAROT 2023-3 A3	5.41%	2/18/2028	5,040.32		
9/21/2023	9/21/2023	137,335.08	43813GAC5	HAROT 2021-1 A3	0.27%	4/21/2025	30.90		
9/23/2023	9/23/2023	2,230,000.00	3137EAEX3	FREDDIE MAC NOTES	0.37%	9/23/2025	4,181.25		
9/23/2023	9/23/2023	2,360,000.00	4581X0DZ8	INTER-AMERICAN DEVEL BK NOTES	0.50%	9/23/2024	5,900.00		
9/25/2023	9/25/2023	1,150,000.00	458140BP4	INTEL CORP (CALLABLE) CORPORATE NOTES	3.40%	3/25/2025	19,550.00		
9/30/2023	9/30/2023	3,765,000.00	91282CBT7	US TREASURY N/B NOTES	0.75%	3/31/2026	14,118.75		
9/30/2023	9/30/2023	4,330,000.00	91282CFM8	US TREASURY N/B NOTES	4.12%	9/30/2027	89,306.25		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
9/30/2023	9/30/2023	5,905,000.00	91282CEF4	US TREASURY N/B NOTES	2.50%	3/31/2027	73,812.50		
9/30/2023	9/30/2023	2,725,000.00	91282CGT2	US TREASURY N/B NOTES	3.62%	3/31/2028	49,390.63		
9/30/2023	9/30/2023	2,430,000.00	91282CCZ2	US TREASURY N/B NOTES	0.87%	9/30/2026	10,631.25		
9/30/2023	9/30/2023	6,035,000.00	91282CAM3	US TREASURY NOTES	0.25%	9/30/2025	7,543.75		
9/30/2023	9/30/2023	1,545,000.00	91282CBS9	US TREASURY N/B NOTES	1.25%	3/31/2028	9,656.25		
Total INTEREST		136,937,440.52					969,632.09		0.00
MATURITY									
7/10/2023	7/10/2023	2,385,000.00	3135G05G4	FANNIE MAE NOTES	0.25%	7/10/2023	2,387,981.25		
7/27/2023	7/27/2023	1,681,000.00	912796Y29	US TREASURY BILL	0.00%	7/27/2023	1,681,000.00		
7/31/2023	7/31/2023	2,063,000.00	91282CCN9	US TREASURY N/B NOTES	0.12%	7/31/2023	2,064,289.38		
8/1/2023	8/1/2023	475,000.00	797272QN4	SAN DIEGO CCD, CA TXBL GO BONDS	1.99%	8/1/2023	479,740.50		
8/22/2023	8/22/2023	2,165,000.00	912797GH4	US TREASURY BILL	0.00%	8/22/2023	2,165,000.00		
9/16/2023	9/16/2023	245,000.00	46647PBS4	JPMORGAN CHASE CORP NOTES (CALLED,OMD 9/	0.65%	9/16/2023	245,799.93		
9/28/2023	9/28/2023	2,875,000.00	912796CS6	US TREASURY BILL	0.00%	9/28/2023	2,875,000.00		
Total MATURITY		11,889,000.00					11,898,811.06		0.00
PAYDOWNS									
7/15/2023	7/15/2023	18,566.86	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/2024	18,566.86		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
7/15/2023	7/15/2023	23,977.31	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	23,977.31		
7/15/2023	7/15/2023	5,871.44	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	5,871.44		
7/15/2023	7/15/2023	9,970.55	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	9,970.55		
7/15/2023	7/15/2023	33,837.00	89239BAC5	TAOT 2021-C A3	0.43%	1/15/2026	33,837.00		
7/15/2023	7/15/2023	18,563.95	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	18,563.95		
7/21/2023	7/21/2023	8,620.29	43813RAC1	HAROT 2020-1 A3	1.61%	4/22/2024	8,620.29		
7/21/2023	7/21/2023	18,788.46	43813GAC5	HAROT 2021-1 A3	0.27%	4/21/2025	18,788.46		
8/1/2023	8/25/2023	805.16	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	805.16		
8/15/2023	8/15/2023	9,294.43	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	9,294.43		
8/15/2023	8/15/2023	31,132.15	89239BAC5	TAOT 2021-C A3	0.43%	1/15/2026	31,132.15		
8/15/2023	8/15/2023	17,589.16	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	17,589.16		
8/15/2023	8/15/2023	16,074.42	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	16,074.42		
8/15/2023	8/15/2023	22,658.17	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	22,658.17		
8/15/2023	8/15/2023	17,179.20	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/2024	17,179.20		
8/21/2023	8/21/2023	17,734.68	43813GAC5	HAROT 2021-1 A3	0.27%	4/21/2025	17,734.68		
9/1/2023	9/25/2023	809.46	3137HAD45	FHMS KJ46 A1	4.77%	6/1/2028	809.46		
9/15/2023	9/15/2023	15,984.30	44935FAD6	HART 2021-C A3	0.74%	5/15/2026	15,984.30		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
PAYDOWNS									
9/15/2023	9/15/2023	18,386.30	14315XAC2	CARMX 2020-1 A3	1.89%	12/16/2024	18,386.30		
9/15/2023	9/15/2023	10,430.68	14316NAC3	CARMX 2021-1 A3	0.34%	12/15/2025	10,430.68		
9/15/2023	9/15/2023	24,130.66	14314QAC8	CARMX 2021-2 A3	0.52%	2/17/2026	24,130.66		
9/15/2023	9/15/2023	31,337.42	89239BAC5	TAOT 2021-C A3	0.43%	1/15/2026	31,337.42		
9/15/2023	9/15/2023	17,378.22	44933LAC7	HART 2021-A A3	0.38%	9/15/2025	17,378.22		
9/21/2023	9/21/2023	17,657.42	43813GAC5	HAROT 2021-1 A3	0.27%	4/21/2025	17,657.42		
Total PAYDOWNS		406,777.69					406,777.69		0.00
SELL									
7/11/2023	7/14/2023	1,025,000.00	24422EVY2	JOHN DEERE CAPITAL CORP CORPORATE NOTES	1.25%	1/10/2025	966,789.11		-44,720.89
7/14/2023	7/18/2023	185,000.00	24422EVY2	JOHN DEERE CAPITAL CORP CORPORATE NOTES	1.25%	1/10/2025	174,881.94		-7,727.00
7/14/2023	7/18/2023	555,000.00	3137EAEV7	FREDDIE MAC NOTES	0.25%	8/24/2023	552,607.95		-2,927.97
7/17/2023	7/20/2023	265,000.00	9128285D8	US TREASURY NOTES	2.87%	9/30/2023	266,027.01		-1,594.95
7/17/2023	7/20/2023	805,000.00	3135G0U43	FANNIE MAE NOTES	2.87%	9/12/2023	810,145.74		-3,032.71
7/17/2023	7/20/2023	50,000.00	91282CAW1	US TREASURY NOTES	0.25%	11/15/2023	49,215.78		-806.40
7/17/2023	7/20/2023	885,000.00	3137EAEV7	FREDDIE MAC NOTES	0.25%	8/24/2023	881,560.79		-4,307.73
7/17/2023	7/20/2023	1,990,000.00	3135G0U43	FANNIE MAE NOTES	2.87%	9/12/2023	2,002,680.72		-7,536.82
7/18/2023	7/21/2023	730,000.00	91282CAW1	US TREASURY NOTES	0.25%	11/15/2023	718,754.93		-11,573.79

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
SELL									
7/18/2023	7/21/2023	1,355,000.00	912828U57	US TREASURY NOTES	2.12%	11/30/2023	1,343,503.84		-13,716.73
7/18/2023	7/21/2023	525,000.00	91282CAW1	US TREASURY NOTES	0.25%	11/15/2023	516,933.30		-8,303.11
7/19/2023	7/21/2023	50,000.00	9128285U0	US TREASURY NOTES	2.62%	12/31/2023	49,502.63		-585.75
7/19/2023	7/21/2023	1,645,000.00	912828U57	US TREASURY NOTES	2.12%	11/30/2023	1,630,979.15		-16,716.68
7/24/2023	7/26/2023	515,000.00	912796Y29	US TREASURY BILL	0.00%	7/27/2023	514,928.47		-0.54
7/26/2023	7/31/2023	720,000.00	9128286G0	US TREASURY NOTES	2.37%	2/29/2024	714,847.01		-20,749.75
8/11/2023	8/15/2023	225,000.00	912796Z51	US TREASURY BILL	0.00%	8/31/2023	224,474.75		-0.65
8/14/2023	8/18/2023	1,200,000.00	06051GJH3	BANK OF AMERICA CORP NOTES (CALLED, OMD	0.81%	10/24/2023	1,191,246.00		-11,832.00
8/16/2023	8/18/2023	1,685,000.00	91282CER8	US TREASURY N/B NOTES	2.50%	5/31/2024	1,656,706.62		-36,454.35
8/16/2023	8/18/2023	1,645,000.00	91282CER8	US TREASURY N/B NOTES	2.50%	5/31/2024	1,617,378.27		-29,491.53
8/16/2023	8/17/2023	376,000.00	9128286G0	US TREASURY NOTES	2.37%	2/29/2024	374,176.83		-10,048.57
8/16/2023	8/17/2023	595,000.00	9128286G0	US TREASURY NOTES	2.37%	2/29/2024	592,114.94		-15,867.07
8/16/2023	8/17/2023	1,045,000.00	91282CER8	US TREASURY N/B NOTES	2.50%	5/31/2024	1,027,422.50		-22,565.36
8/16/2023	8/17/2023	175,000.00	9128285U0	US TREASURY NOTES	2.62%	12/31/2023	173,876.52		-1,762.02
8/17/2023	8/22/2023	1,440,000.00	912828XX3	US TREASURY NOTES	2.00%	6/30/2024	1,403,591.58		-43,104.52
8/17/2023	8/22/2023	490,000.00	912796Z51	US TREASURY BILL	0.00%	8/31/2023	489,357.55		0.19
8/17/2023	8/22/2023	370,000.00	91282CER8	US TREASURY N/B NOTES	2.50%	5/31/2024	363,960.57		-6,583.05

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
SELL									
8/22/2023	8/24/2023	3,000,000.00	9128282U3	US TREASURY NOTES	1.87%	8/31/2024	2,923,109.72		-82,036.66
8/22/2023	8/24/2023	1,620,000.00	912828XX3	US TREASURY NOTES	2.00%	6/30/2024	1,579,090.05		-48,600.83
9/11/2023	9/14/2023	135,000.00	3137EAF2	FREDDIE MAC NOTES	0.25%	12/4/2023	133,530.45		-1,553.41
9/11/2023	9/14/2023	1,990,000.00	9128283D0	US TREASURY NOTES	2.25%	10/31/2024	1,939,350.98		-82,066.21
9/11/2023	9/14/2023	225,000.00	912828XX3	US TREASURY NOTES	2.00%	6/30/2024	219,961.58		-6,336.68
9/11/2023	9/14/2023	145,000.00	9128282Y5	US TREASURY NOTES	2.12%	9/30/2024	141,619.80		-5,693.59
9/11/2023	9/14/2023	1,750,000.00	9128282N9	US TREASURY NOTES	2.12%	7/31/2024	1,705,191.91		-54,124.72
9/11/2023	9/14/2023	1,720,000.00	9128283J7	US TREASURY NOTES	2.12%	11/30/2024	1,666,287.08		-74,164.33
9/18/2023	9/19/2023	1,700,000.00	3130A0F70	FEDERAL HOME LOAN BANKS NOTES	3.37%	12/8/2023	1,708,191.88		-10,167.10
9/20/2023	9/21/2023	1,185,000.00	3137EAF2	FREDDIE MAC NOTES	0.25%	12/4/2023	1,173,378.77		-12,422.47
9/20/2023	9/21/2023	1,775,000.00	3135G0X24	FANNIE MAE NOTES	1.62%	1/7/2025	1,699,598.49		-99,018.35
9/27/2023	9/28/2023	2,075,000.00	91282CDZ1	US TREASURY N/B NOTES	1.50%	2/15/2025	1,973,512.49		-58,517.79
9/27/2023	9/29/2023	2,150,000.00	3135G03U5	FANNIE MAE NOTES	0.62%	4/22/2025	2,007,424.24		-147,049.51
Total SELL		40,016,000.00					39,177,911.94		-1,003,761.4

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It is not possible to invest directly in an index. The index returns shown throughout this material do not represent the results of actual trading of investor assets. Third-party providers maintain the indices shown and calculate the index levels and performance shown or discussed. Index returns do not reflect payment of any sales charges or fees an investor would pay to purchase the securities they represent. The imposition of these fees and charges would cause investment performance to be lower than the performance shown.

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- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

Glossary

- **Accrued Interest:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **Agencies:** Federal agency securities and/or Government-sponsored enterprises.
- **Amortized Cost:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **Asset-Backed Security:** A financial instrument collateralized by an underlying pool of assets – usually ones that generate a cash flow from debt, such as loans, leases, credit card balances, and receivables.
- **Bankers' Acceptance:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **Commercial Paper:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **Contribution to Total Return:** The weight of each individual security multiplied by its return, then summed for each sector to determine how much each sector added or subtracted from the overall portfolio performance.
- **Effective Duration:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **Effective Yield:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **Interest Rate:** Interest per year divided by principal amount and expressed as a percentage.
- **Market Value:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **Maturity:** The date upon which the principal or stated value of an investment becomes due and payable.
- **Negotiable Certificates of Deposit:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **Par Value:** The nominal dollar face amount of a security.
- **Pass-through Security:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

Glossary

- Repurchase Agreements: A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- Settle Date: The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- Supranational: A multinational union or association in which member countries cede authority and sovereignty on at least some internal matters to the group, whose decisions are binding on its members.
- Trade Date: The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- Unsettled Trade: A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- U.S. Treasury: The department of the U.S. government that issues Treasury securities.
- Yield: The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- YTM at Cost: The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- YTM at Market: The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: November 13, 2023

SUBJECT

Approval of Repayment Agreement between William Tyler Wolfe and the City of Redwood City for overpayment of compensation

RECOMMENDATION

By motion, approve and authorize the City Manager to execute Repayment Agreement between William Tyler Wolfe and the City of Redwood City and Agreement between the City of Redwood City and Redwood City Police Officers Association.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

In 2017 and 2018, the City overpaid Detective Wolfe while he was on military leave. Detective Wolfe disputes the amount of the overpayment. The parties reached a settlement, subject to Council approval, requiring repayment of \$61,609.93. The terms of the settlement are memorialized in the attached Repayment Agreement. Further, the City reached agreement with the Redwood City Police Officers Association (POA) that the settlement with Detective Wolfe will not be precedent setting.

ANALYSIS

Staff recommends approval of the Repayment Agreement and the non-precedent setting Agreement with the POA.

FISCAL IMPACT

The repayment of \$61,609.93 will restore City funds that were excessively paid to this employee.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

ALTERNATIVES

The City Council could elect not to approve the agreements.

ATTACHMENTS

Attachment A – Repayment Agreement between William Tyler Wolfe and the City of Redwood City
Attachment B – Agreement between the City of Redwood City and the Redwood City Police Officers Association

REPORT PREPARED BY:

Michelle Poche Flaherty, Assistant City Manager and Director of Administrative Services
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(650) 780-7072

APPROVED BY:

Melissa Stevenson Diaz, City Manager



Repayment Agreement

Background

In 2017 and 2018, in connection with William Tyler Wolfe's ("Wolfe") military leave, Wolfe received wage overpayments from the City of Redwood City ("City"). Wolfe and the City are referred to herein collectively as "Parties". The Parties dispute the amount of overpayment and wish to settle and fully resolve the dispute in accordance with the terms listed below.

This Repayment Agreement shall be effective as of the date of the last signature below.

Debt Balance

I, **William Tyler Wolfe**, acknowledge that I owe a debt of **\$61,609.93 (the "Debt Balance")** to the City of Redwood City due to the wage overpayments that I received in 2017 and 2018. I understand that I must repay the Debt Balance in full, and that my failure to do so may result in a collection action or similar legal proceeding against me, and that the City may seek all legally available remedies in addition to recouping the Debt Balance (including, but not limited to, interest, legal costs, and attorneys' fees).

Repayment Method

I hereby elect to repay the Debt Balance to the City by agreeing to one or more of the following options:

Instruction: Circle one or more of the below options, complete the requested information, and sign on page 2. Whichever option(s) you select, your total repayments must equal \$61,609.93 and must be made by May 31, 2027.

1. I will write a check for \$ _____.

Please make the check payable to the "City of Redwood City", and write the word "overpayment" in the memo line on the check. Please include a copy of this signed agreement with the check. The check/agreement should be delivered to the City of Redwood City Human Resources Department, 1017 Middlefield Road, Redwood City, CA 94063, who in turn will deliver the check to the City of Redwood City Finance Division.

2. I will make _____ installment payments by writing a check for \$ _____

due on the _____ of every month.

Please make the checks payable to the "City of Redwood City", and write the word "overpayment" in the memo line on the check. Please include a copy of this signed agreement with each check. Each check/agreement should be delivered to the City of Redwood City Human Resources Department, 1017 Middlefield Road, Redwood City, CA 94063, who in turn will deliver the check to the City of Redwood City Finance Division.

W W 3. I direct the City to deduct repayments towards the Debt Balance from my regular paycheck according to the schedule specified in attached Exhibit A. The deduction schedule and the deductions that I hereby consent to are specified in Exhibit A. I acknowledge that the deductions will be made on an after-tax basis.

Authorized Deduction if Employment Ends

If my City employment ends while any part of the Debt Balance remains outstanding, I understand that I am legally obligated to repay the remaining balance and that will be required to either make arrangements for payment or be subject to a collection action or similar legal proceeding against me.

Severability

If an arbitrator or a court determines that any provision of this Repayment Agreement violates applicable law, only the violating provision will be stricken. All other, non-violating provisions will continue in full force and effect. Further, any order striking any provision of this Repayment Agreement will modify the stricken terms as narrowly as possible to give the greatest possible effect to the intent of this Repayment Agreement.

Execution

By signing below, you and the City hereby agree to the terms and conditions of this Repayment Agreement.


 _____	William Tyler Wolfe _____	10/20/2023 _____
Employee Signature/Acknowledgment	Employee Printed Name	Date
_____	_____	_____
City Representative Signature/Approval	City Rep. Printed Name	Date

Exhibit A**Payroll Deduction**

Repayments towards the Debt Balance will be according to the following schedule by automatic after-tax payroll deduction. By signing this Repayment Agreement, I authorize each and every payroll deduction per the below schedule.

	Pay Period		Pay date	Authorized Deduction
1	11/6/2023	11/19/2023	11/24/2023	677.04
2	11/20/2023	12/3/2023	12/8/2023	677.04
3	12/4/2023	12/17/2023	12/22/2023	677.04
4	12/18/2023	12/31/2023	1/5/2024	677.04
5	1/1/2024	1/14/2024	1/19/2024	677.04
6	1/15/2024	1/28/2024	2/2/2024	677.04
7	1/29/2024	2/11/2024	2/16/2024	677.04
8	2/12/2024	2/25/2024	3/1/2024	677.04
9	2/26/2024	3/10/2024	3/15/2024	677.04
10	3/11/2024	3/24/2024	3/29/2024	677.04
11	3/25/2024	4/7/2024	4/12/2024	677.04
12	4/8/2024	4/21/2024	4/26/2024	677.04
13	4/22/2024	5/5/2024	5/10/2024	677.04
14	5/6/2024	5/19/2024	5/24/2024	677.04
15	5/20/2024	6/2/2024	6/7/2024	677.04
16	6/3/2024	6/16/2024	6/21/2024	677.04
17	6/17/2024	6/30/2024	7/5/2024	677.04
18	7/1/2024	7/14/2024	7/19/2024	677.04
19	7/15/2024	7/28/2024	8/2/2024	677.04
20	7/29/2024	8/11/2024	8/16/2024	677.04
21	8/12/2024	8/25/2024	8/30/2024	677.04
22	8/26/2024	9/8/2024	9/13/2024	677.04
23	9/9/2024	9/22/2024	9/27/2024	677.04
24	9/23/2024	10/6/2024	10/11/2024	677.04
25	10/7/2024	10/20/2024	10/25/2024	677.04
26	10/21/2024	11/3/2024	11/8/2024	677.04
27	11/4/2024	11/17/2024	11/22/2024	677.04
28	11/18/2024	12/1/2024	12/6/2024	677.04
29	12/2/2024	12/15/2024	12/20/2024	677.04
30	12/16/2024	12/29/2024	1/3/2025	677.04
31	12/30/2024	1/12/2025	1/17/2025	677.04
32	1/13/2025	1/26/2025	1/31/2025	677.04
33	1/27/2025	2/9/2025	2/14/2025	677.04
34	2/10/2025	2/23/2025	2/28/2025	677.04
35	2/24/2025	3/9/2025	3/14/2025	677.04
36	3/10/2025	3/23/2025	3/28/2025	677.04

7.B. - Page 6 of 8

37	3/24/2025	4/6/2025	4/11/2025	677.04
38	4/7/2025	4/20/2025	4/25/2025	677.04
39	4/21/2025	5/4/2025	5/9/2025	677.04
40	5/5/2025	5/18/2025	5/23/2025	677.04
41	5/19/2025	6/1/2025	6/6/2025	677.04
42	6/2/2025	6/15/2025	6/20/2025	677.04
43	6/16/2025	6/29/2025	7/4/2025	677.04
44	6/30/2025	7/13/2025	7/18/2025	677.04
45	7/14/2025	7/27/2025	8/1/2025	677.04
46	7/28/2025	8/10/2025	8/15/2025	677.04
47	8/11/2025	8/24/2025	8/29/2025	677.04
48	8/25/2025	9/7/2025	9/12/2025	677.04
49	9/8/2025	9/21/2025	9/26/2025	677.04
50	9/22/2025	10/5/2025	10/10/2025	677.04
51	10/6/2025	10/19/2025	10/24/2025	677.04
52	10/20/2025	11/2/2025	11/7/2025	677.04
53	11/3/2025	11/16/2025	11/21/2025	677.04
54	11/17/2025	11/30/2025	12/5/2025	677.04
55	12/1/2025	12/14/2025	12/19/2025	677.04
56	12/15/2025	12/28/2025	1/2/2026	677.04
57	12/29/2025	1/11/2026	1/16/2026	677.04
58	1/12/2026	1/25/2026	1/30/2026	677.04
59	1/26/2026	2/8/2026	2/13/2026	677.04
60	2/9/2026	2/22/2026	2/27/2026	677.04
61	2/23/2026	3/8/2026	3/13/2026	677.04
62	3/9/2026	3/22/2026	3/27/2026	677.04
63	3/23/2026	4/5/2026	4/10/2026	677.04
64	4/6/2026	4/19/2026	4/24/2026	677.04
65	4/20/2026	5/3/2026	5/8/2026	677.04
66	5/4/2026	5/17/2026	5/22/2026	677.04
67	5/18/2026	5/31/2026	6/5/2026	677.04
68	6/1/2026	6/14/2026	6/19/2026	677.04
69	6/15/2026	6/28/2026	7/3/2026	677.04
70	6/29/2026	7/12/2026	7/17/2026	677.04
71	7/13/2026	7/26/2026	7/31/2026	677.04
72	7/27/2026	8/9/2026	8/14/2026	677.04
73	8/10/2026	8/23/2026	8/28/2026	677.04
74	8/24/2026	9/6/2026	9/11/2026	677.04
75	9/7/2026	9/20/2026	9/25/2026	677.04
76	9/21/2026	10/4/2026	10/9/2026	677.04
77	10/5/2026	10/18/2026	10/23/2026	677.04
78	10/19/2026	11/1/2026	11/6/2026	677.04
79	11/2/2026	11/15/2026	11/20/2026	677.04
80	11/16/2026	11/29/2026	12/4/2026	677.04
81	11/30/2026	12/13/2026	12/18/2026	677.04

82	12/14/2026	12/27/2026	1/1/2027	677.04
83	12/28/2026	1/10/2027	1/15/2027	677.04
84	1/11/2027	1/24/2027	1/29/2027	677.04
85	1/25/2027	2/7/2027	2/12/2027	677.04
86	2/8/2027	2/21/2027	2/26/2027	677.04
87	2/22/2027	3/7/2027	3/12/2027	677.04
88	3/8/2027	3/21/2027	3/26/2027	677.04
89	3/22/2027	4/4/2027	4/9/2027	677.04
90	4/5/2027	4/18/2027	4/23/2027	677.04
91	4/19/2027	5/2/2027	5/7/2027	676.33

Agreement between the City of Redwood City and the Redwood City Police Officers Association

Pursuant to the provisions of the Meyers-Milias-Brown Act ("MMBA"), this Agreement is entered into on _____, 2023, between the City of Redwood City ("City") and the Redwood City Police Officers Association ("Association") ("Agreement"), regarding the settlement of the 2017 and 2018 overpayments to Officer William Tyler Wolfe ("Wolfe"). The City and Association have met and conferred in good faith concerning the terms and conditions of this Agreement and its implementation and agree as follows:

The Association is the recognized majority representative for the unit of full-time employees assigned to the classes set forth in the Police Officers Association Memorandum of Understanding between the City and the Association dated August 30, 2021 through August 25, 2024 ("MOU"); which includes the classification of Police Officer.

The City and Wolfe have subsequently reached agreement to resolve the issues between them and entered into a Repayment Agreement effective, _____, 2023 ("Repayment Agreement").

In exchange for the consideration provided by the City to Wolfe in the Repayment Agreement, the Association agrees that terms of the Repayment Agreement shall not be precedent setting and cannot be used for precedential value for any future any future extended military leave benefit calculations or settlements regarding employees in the bargaining unit represented by the Association.

DATED: 10/20/23

REDWOOD CITY POLICE OFFICERS
ASSOCIATION

By: 
ERIK OTTERSEN, POA PRESIDENT

DATED: _____

CITY OF REDWOOD CITY

By: _____
MELISSA STEVENSON DIAZ, CITY
MANAGER



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: November 13, 2023

SUBJECT

Amendment No. 1 to agreement for legal services with Shute Mihaly & Weinberger LLP

RECOMMENDATION

By motion, approve and authorize the City Attorney to execute Amendment No. 1 to the agreement for legal services with Shute Mihaly & Weinberger LLP.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

Redwood City Municipal Code section 2.63.4(C) authorizes the City Attorney to approve and award contracts for legal services of \$106,000 or less (including annual CIP increases). In 2023, the City Attorney selected Shute Mihaly & Weinberger LLP to serve as special counsel on pending litigation, and on August 14, 2023, the City entered into an Agreement for Legal Services with the firm for an amount not to exceed \$100,000.

ANALYSIS

Pursuant to Redwood City Municipal Code section 2.63.4(A), all agreements in excess of \$106,000 require City Council approval. The services contemplated by Amendment No. 1 to Legal Services Agreement with Shute Mihaly & Weinberger LLP are anticipated to exceed \$106,000. The City Attorney recommends that the City Council approve Amendment No. 1 to the Legal Services Agreement, which provides for litigation defense services.

FISCAL IMPACT

Funding for this agreement is available in the adopted City annual operating Budget for Fiscal Year 2023-24.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

ALTERNATIVES

The City Council could choose not to approve the amendment and provide different direction to the City Attorney's Office.

ATTACHMENTS

None

REPORT PREPARED BY:

Veronica Ramirez, City Attorney
cityatty@redwoodcity.org
(650) 780-7200

APPROVED BY:

Veronica Ramirez, City Attorney
Melissa Stevenson Diaz, City Manager



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: November 13, 2023

SUBJECT

Amendment No. 12 to the Sanitary Sewage Treatment Capacity Rights and Services (Town of Woodside) Agreement

RECOMMENDATION

Adopt a resolution approving Amendment No. 12 to the Sanitary Sewage Treatment Capacity Rights and Services (Town of Woodside) Agreement and authorizing the City Manager to execute said amendment.

STRATEGIC PLAN GUIDING PRINCIPLE

Public Safety

BACKGROUND

On May 7, 1997, the Town of Woodside (Town) entered into a Sanitary Sewage Treatment Capacity Rights and Services Agreement (Agreement) with the City of Redwood City (City) to use the City's sewer capacity for the development of their Town Center. The Agreement defined the obligations and responsibilities of the Town of Woodside, the Fair Oaks Sewer Maintenance District, and the City of Redwood City. The Town of Woodside agreed to:

1. Acquire 100,000 gallons per day of treatment capacity through the City of Redwood City, which is a member agency of the Silicon Valley Clean Water Authority (SVCW), to service the sewage effluent from Town Center, and
2. Compensate the Fair Oaks Sewer Maintenance District (FOSMD) and the City of Redwood City for the use of their sewer facilities to transport the Town of Woodside's sewage to SVCW's treatment plant for treatment and disposal.

The Agreement limits the service area from the Town of Woodside Downtown Area to the area from Palm Circle Road to Godetia Drive, and from Canada Road to Glencrag Way. Canada College is not included within the service area, and any changes to this service area will require the City of Redwood City's and Fair Oaks Sewer Maintenance District's approval.

ANALYSIS

The Town of Woodside has requested Amendment No. 12 to the Sanitary Sewage Treatment Capacity Rights and Services Agreement to amend the Service Area Map for the Town Center Sewer Assessment District (TCSAD). This amendment would add the property with the Assessor Parcel Number 073-082-120 and address of 1585 Canada Lane (Property) in the Town of Woodside into the Town Center Sewer Assessment District. The Property has requested to be annexed into TCSAD. Exhibit "A" of the proposed Amendment No. 12 to the Agreement in Attachment A shows the current Town Center Sewer Assessment District service area. On September 12, 2023, the Town of Woodside adopted a Council Resolution approving the addition of the Property into the service area, as shown in Exhibit "B" in Attachment A.

In the previous amendments to the Agreement, a total of nineteen parcels were added and one parcel removed from the service area for TCSAD. Based on flow meter readings and connection counts from the Town of Woodside, the Town's current sewage flow is less than 50 percent of the 100,000 gallons per day of wastewater treatment capacity purchased from the City. It is estimated that an additional single-family residence will generate 270 gallons per day of wastewater, which is the expected increase of sewage generation from TCSAD. TCSAD's total flow will remain well below the agreed 100,000 gallons per day for treatment capacity.

The Fair Oaks Sewer Maintenance District will also have to consent to this Amendment No. 12, as the flow from TCSAD initially passes through FOSMD's sewage collection system before the effluent is conveyed into Redwood City's sewage collection system and then onto SVCW's wastewater treatment plant in Redwood Shores.

FISCAL IMPACT

In accordance with the Sanitary Sewage Treatment Capacity Rights and Services (Town of Woodside) Agreement, the Town will pay Redwood City the metered costs, as established by the agreement. The costs include sewage transmission, treatment, and capacity rental. The incremental increase from this property will be billed according to the agreement.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

ALTERNATIVES

The City Council may choose not to authorize the approval of Amendment No. 12 to Sanitary Sewage Treatment Capacity Rights and Services Agreement. The property owner will have to seek another alternative for sewer service.

ATTACHMENTS

Attachment A – Amendment No. 12 to Sanitary Sewage Treatment Capacity Rights and Services Agreement

Attachment B – Resolution approving Amendment No. 12 to the Sanitary Sewage Treatment Capacity Rights and Services (Town of Woodside) Agreement and authorizing the City Manager to execute said amendment

REPORT PREPARED BY:

Kayla Kim, Associate Engineer
kkim@redwoodcity.org
(650) 780-7385

APPROVED BY:

Jeff Schwob, Interim Community Development & Transportation Director
Melissa Stevenson Diaz, City Manager

**TWELFTH AMENDMENT TO
SANITARY SEWAGE TREATMENT CAPACITY RIGHTS
AND SERVICES (THE AGREEMENT)**

This is the Twelfth Amendment to the Agreement dated August 7, 2001 by and among the CITY OF REDWOOD CITY (City), the TOWN OF WOODSIDE (Town) and FAIR OAKS SEWER MAINTENANCE DISTRICT (District) collectively the Parties.

RECITALS

- A. The Agreement is intended to govern capacity rights and services for the transmission, treatment and disposal of sewage emanating from the Town's Town Center Sewer Assessment District (TCSAD).
- B. The Agreement indicates in Exhibit A the service area covered by the Agreement (the Service Area).
- C. The Town wishes to amend the Service Area to add one property at:

1585 Cañada Lane (APN 073-082-120)
hereinafter, the Property.

- D. The Town Council of the Town has authorized annexation of the Property to TCSAD by Resolution 2023-7627 (certified copy attached hereto as Exhibit B).
- E. The Parties desire to amend the Agreement and add the Property to the Service Area.


THEREFORE, IT IS AGREED:

- 1. The Property is added to the Service Area and the map being Exhibit A to the Agreement is amended accordingly.
- 2. Sewer service in TCSAD shall be provided to the Property.

(Signature Page Follows)

TOWN OF WOODSIDE:

Dated: 10/17/23

By: 
Kevin Bryant, Town Manager

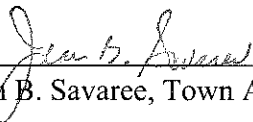
ATTEST:

Dated: 10/17/2023

By: 
Jennifer Li, Town Clerk

APPROVED AS TO FORM:

Dated: 10/17/2023

By: 
Jean B. Savaree, Town Attorney

CITY OF REDWOOD CITY:

Dated: _____

By: _____
Melissa Stevenson Diaz, City Manager

ATTEST:

Dated: _____

By: _____
Yessika Castro, Interim City Clerk

FAIR OAKS SEWER MAINTENANCE DISTRICT:
A Sewer Maintenance District of the County of San Mateo

Dated: _____

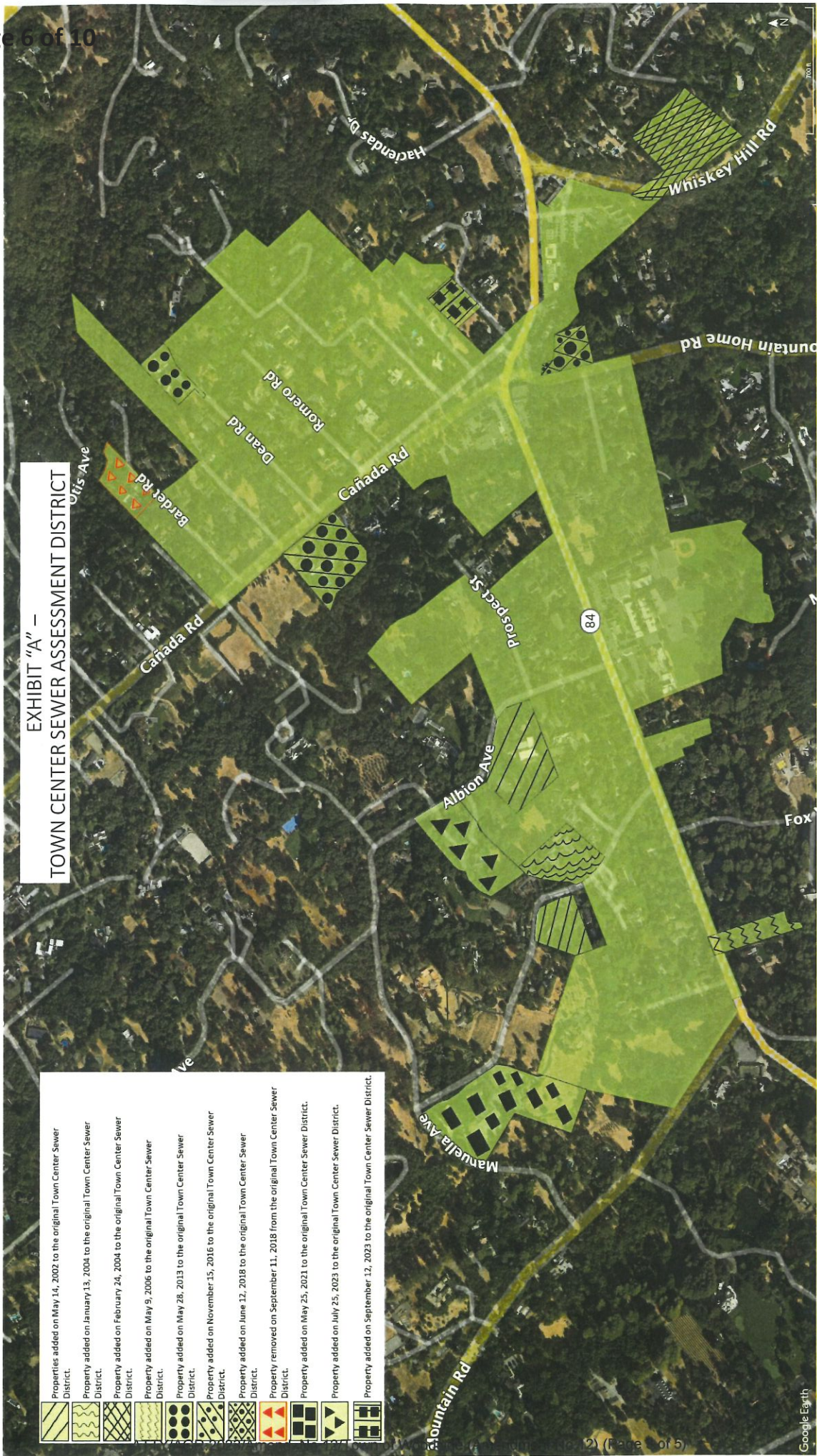
By: _____
President, Board of Supervisors

ATTEST:

Dated: _____

By: _____
Clerk of the Board

EXHIBIT "A" -
TOWN CENTER SEWER ASSESSMENT DISTRICT



	Properties added on May 14, 2002 to the original Town Center Sewer District.
	Property added on January 13, 2004 to the original Town Center Sewer District.
	Property added on February 24, 2004 to the original Town Center Sewer District.
	Property added on May 9, 2006 to the original Town Center Sewer District.
	Property added on May 28, 2013 to the original Town Center Sewer District.
	Property added on November 15, 2016 to the original Town Center Sewer District.
	Property added on June 12, 2018 to the original Town Center Sewer District.
	Property removed on September 11, 2018 from the original Town Center Sewer District.
	Property added on May 25, 2021 to the original Town Center Sewer District.
	Property added on July 25, 2023 to the original Town Center Sewer District.
	Property added on September 12, 2023 to the original Town Center Sewer District.

RESOLUTION NO. 2023 - 7627

RESOLUTION OF THE TOWN COUNCIL OF TOWN OF WOODSIDE:

(1) APPROVING A SEWER SERVICE ALLOCATION FOR 1585 CANADA LANE, PURSUANT TO MUNICIPAL CODE SECTION 51.126; (2) CONSENTING TO THE ANNEXATION OF THIS PROPERTY INTO THE TOWN CENTER SEWER ASSESSMENT DISTRICT; AND (3) AUTHORIZING THE TOWN MANAGER TO EXECUTE REVISED AGREEMENTS WITH THE CITY OF REDWOOD CITY AND THE FAIR OAKS SEWER MAINTENANCE DISTRICT TO ADD THIS PROPERTY INTO THE APPROVED SERVICE AREA FOR THE TOWN CENTER ASSESSMENT DISTRICT

WHEREAS, the Woodside Municipal Code provides Sewer Service Allocation Regulations beginning at Section 51.120; and

WHEREAS, the parcel at 1585 Cañada Lane is in "Area III" as defined in Section 51.123 of the Sewer Service Allocation Regulations; and

WHEREAS, Section 51.126 of the Municipal Code provides the process whereby parcels that lie in "Area III" may connect to sewer; and

WHEREAS, the owners of the parcel at 1585 Cañada Lane have applied for a sewer service allocation under the terms of this section; and

WHEREAS, the Town Engineer has reviewed the application and finds that the parcel meets all the conditions as provided in Section 51.126; and

WHEREAS, the allocation of sewer service to this parcel is consistent with the General Plan and reserved sewer capacity is available; and

WHEREAS, the property owners have deposited the required funds with the Town for the Town Council hearing; and

WHEREAS, the legislative bodies of Redwood City and the Fair Oaks Sewer Maintenance District will need to agree to amend the agreements that both those agencies have with the Town of Woodside pertaining to the Town Center Sewer Assessment District in order to allow this property to be annexed into the District and the Town will need to execute amended agreements accordingly.

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF WOODSIDE that:

1. A sewer service allocation is granted in the Town Center Sewer Assessment District to 1585 Cañada Lane.
2. It consents to the annexation of this property into the Town Center Sewer Assessment District.
3. The Town Manager is authorized to execute amendments to the agreements with Redwood City and the Fair Oaks Sewer Maintenance District on behalf of the Town to allow the

RESO. 2023-7627
09/12/2023

boundaries of the Town Center Sewer Assessment District to be revised to allow the property to be connected to the Town Center Sewer Assessment District system.

* * * * *

PASSED AND ADOPTED by the Town Council of the Town of Woodside, September 12, 2023, by the following vote of the members thereof:

AYES, and in favor thereof, Councilmembers: Brown, Dombkowski, Fluet, Goeld, Wall, and Mayor Shaw

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:



Mayor of the Town of Woodside

ATTEST:



Clerk of the Town of Woodside

RESO. 2023-7627
09/12/2023

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY APPROVING AMENDMENT NO. 12 TO THE SANITARY SEWERAGE TREATMENT CAPACITY RIGHTS AND SERVICES (TOWN OF WOODSIDE) AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AMENDMENT

WHEREAS, on or about May 19, 1997, by Resolution No. 13084, the Town of Woodside entered into an Agreement with the City of Redwood City (“City”) to use Redwood City's sewer capacity for the development of their Town Center; and

WHEREAS, on or about June 10, 2002, by Resolution No. 14448, Amendment No. 1 was executed, which added two properties to said Agreement; and

WHEREAS, on or about May 10, 2004, by Resolution No. 14581, Amendment No. 2 was executed, which added another property to said Agreement; and

WHEREAS, on or about June 7, 2004, by Resolution No. 14589, Amendment No. 3 was executed, which added another property to said Agreement; and

WHEREAS, on or about February 13, 2007, by Resolution No. 14764, Amendment No. 4 was executed, which added another property to said Agreement; and

WHEREAS, on or about September 8, 2008, by Resolution No. 14895, Amendment No. 5 was executed, which provided the framework by which nine newly designated parcels in the Town of Woodside may be provided public sewer service in the future, should the failure of onsite sewage disposal systems necessitate connection to the sewer system in order to protect the public health; and

WHEREAS, on or about July 22, 2013, by Resolution No. 15283, Amendment No. 6 was executed, which added another property to said Agreement; and

WHEREAS, on or about May 22, 2017, by Resolution No. 15584 Amendment No. 7 was executed, which added another property to said Agreement; and

WHEREAS, on or about August 27, 2018, by Resolution No. 15696 Amendment No. 8 was executed, which added another property to said Agreement; and

WHEREAS, on or about May 18, 2020, by Resolution No. 15841 Amendment No. 9 was executed, which removed one property from said Agreement; and

WHEREAS, on or about September 13, 2021, by Resolution No. 15981 Amendment No. 10 was executed, which added one property from said Agreement; and

WHEREAS, on or about October 9, 2023, by Resolution No. 16180 Amendment No. 11 was executed, which added one property from said Agreement; and

WHEREAS, the Agreement previously limited the service area to the Downtown Area of the Town of Woodside and the area from Palm Circle Road to Godetia Drive, and from Canada Road to Glencrag Way; and

WHEREAS, the Town of Woodside desires to amend the Service Area Map for the Town Center Sewer Assessment District to add the property located at 1585 Canada Lane (Assessor Parcel Number 073-082-120); and

WHEREAS, the Town of Woodside and the property owners of the above-described property have requested that the City of Redwood City agree to amend the above-described Agreement to allow said real property to utilize Redwood City's capacity rights and services.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REDWOOD CITY, AS FOLLOWS:

1. The City Manager is hereby authorized and directed to execute and file, for and on behalf of the City, Amendment No. 12 to the Sanitary Sewerage Treatment and Capacity Rights and Services (Town of Woodside) Agreement.
2. The City Clerk is hereby authorized and directed to certify that the foregoing is a full, true and correct copy of this Resolution duly and regularly adopted at a regular meeting of the City Council.
3. This Resolution shall become effective immediately upon adoption.

* * *



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: November 13, 2023

SUBJECT

Application to the Local Agency Formation Commission (LAFCo) for extension of water service to 909 Hillcrest Drive (APN 058-265-020)

RECOMMENDATION

Adopt a resolution authorizing application to the Local Agency Formation Commission (LAFCo) requesting approval for extension of water services to 909 Hillcrest Drive (APN 058-265-020) outside jurisdictional boundaries pursuant to Government Code Section 56133.

STRATEGIC PLAN GUIDING PRINCIPLE

Housing

BACKGROUND

The County of San Mateo has conditionally approved an application to subdivide the 21,742 square feet parcel into two parcels. The City is currently providing water service to the existing parcel. The owner has requested a new water connection and service from the City of Redwood City for the new, subdivided parcel.



909 Hillcrest Drive – Project Location

The City must receive LAFCo approval in order to provide water service to the subdivided property. The parcel is located in the unincorporated part of San Mateo County, outside of Redwood City’s jurisdictional boundaries, but within the City’s sphere of influence and water service area.

ANALYSIS

The occasional addition of a residential water connection is consistent with the City’s General Plan and Urban Water Management Plan. Both plans contemplate growth for areas within the City’s sphere of influence and water service area.

Staff recommends the City request LAFCo’s approval to extend water service outside the City’s jurisdictional boundaries to 909 Hillcrest Drive pursuant to Government Code Section 56133. LAFCo requires the City Council’s authorization, by resolution, of requests made for new services. The water service connection proposed for the subdivided parcel at 909 Hillcrest Drive is subject to the following conditions and fees:

1. Property owner shall obtain LAFCo approval of the application for the proposed water service connection;
2. Property owner shall pay LAFCo fees;
3. After approval of the construction drawings by the San Mateo County Building Department and upon application for new water service, property owner shall pay all applicable City fees, including connection fees associated with providing proposed water service;
4. Property owner shall pay the City’s water service annexation fees;
5. Property owner shall install new water service lines;

6. Property owner shall be responsible for the design, construction, and connection of any water main modifications or extensions necessary to provide adequate flow for domestic use and fire suppression, in accordance with City Code Section 38.26 and as determined by the City and the Fire Marshal within the local jurisdiction;
7. Property owner shall pay the fees for any construction permit in connection with improvements for new water service and shall pay associated costs for plan reviews and inspections;
8. Property owner shall obtain City encroachment permit for work relating to the water line connection;
9. Property owner shall adhere to all the review comments and conditions of service stated by the City; and
10. Property owner shall execute a Declaration of Restriction (Attachment B) and record it with the County of San Mateo.

FISCAL IMPACT

There is no fiscal impact to the City as a result of this action.

ENVIRONMENTAL REVIEW

This project is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15303(d) Class 3 (New Construction or Conversion of Small Structures), as it involves extension of water connection and service to the proposed subdivided parcel.

Furthermore, CEQA does not apply to this project because CEQA does not apply to ministerial projects; the proposed project is a ministerial project pursuant to Senate Bill 9 (California Government Code Section 66411.7).

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

ALTERNATIVES

The City Council may choose not to approve the application to LAFCo for the extension of service which would result in the denial of water connection and service to the subdivided parcel.

ATTACHMENTS

Attachment A – Resolution

Attachment B – Declaration of Restriction

REPORT PREPARED BY:

Justin Lee, Assistant Engineer I
justinlee@redwoodcity.org
(650) 400-2773

APPROVED BY:

Jeff Schwob, Interim Community Development & Transportation Director
Melissa Stevenson Diaz, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AUTHORIZING APPLICATION TO THE LOCAL AGENCY FORMATION COMMISSION REQUESTING APPROVAL FOR EXTENSION OF WATER SERVICES TO 909 HILLCREST DRIVE (APN 058-265-020) OUTSIDE JURISDICTIONAL BOUNDARIES PURSUANT TO GOVERNMENT CODE SECTION 56133

WHEREAS, the property located at 909 Hillcrest Drive, APN 058-265-020 (the "Property"), Unincorporated San Mateo County, California is outside the jurisdictional boundaries of the City of Redwood City (the "City"), but inside the City's sphere of influence and water service area; and

WHEREAS, the existing house at 909 Hillcrest Drive is currently served by Redwood City Water; and

WHEREAS, the County of San Mateo has conditionally approved the subdivision of the 21,742 square feet parcel into two parcels: Lot 1 and Lot 2; and

WHEREAS, the County of San Mateo's approval of the subdivision is conditioned upon the property owner obtaining a new water connection and service from the City; and

WHEREAS, the property owner has requested that the City provide water services to the Property; and

WHEREAS, the California Environmental Quality Act (CEQA) does not apply to this project because CEQA does not apply to ministerial projects; the proposed project is a ministerial project pursuant to Senate Bill 9 (California Government Code Section 66411.7). This project is also categorically exempt under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15303(d) (New Construction or Conversion of Small Structures).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF REDWOOD CITY, AS FOLLOWS:

1. The City Manager or their designee is hereby authorized to submit an application to the Local Agency Formation Commission ("LAFCo") requesting approval of an extension of the water service outside the City's jurisdictional boundaries, and within the City's sphere of influence and water service area to 909 Hillcrest Drive, Unincorporated San Mateo County, California (APN 058-265-020) pursuant to California Government Code Section 56133 of the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

2. The water service connection proposed for the single-family residence at the property is subject to the following conditions and fees:

- a. LAFCo approval of the application for the proposed water service connection;
- b. Property owner's payment of LAFCo fees;
- c. After approval of the construction drawings by the San Mateo County Building Department and upon application for new water service, property owner's payment of all applicable Redwood City fees, including connection fees associated with providing proposed water service;
- d. Property owner's payment of the City's water service annexation fees;
- e. Property owner's installation of new water service lines;
- f. Property owner is responsible for the design, construction, and connection of any water main modifications or extensions necessary to provide adequate flow for domestic use and fire suppression, in accordance with City Code Section 38.26 and as determined by the City and the Fire Marshal within the local jurisdiction;
- g. Property owner shall pay the fees for any construction permit in connection with improvements for new water service and shall pay associated costs for plan review and inspections;
- h. Property owner shall obtain a City encroachment permit for work relating to the water line connection;
- i. Property owner shall adhere to all the review comments and conditions of service stated by the City; and
- j. Property owner shall execute a Declaration of Restriction and record it with the County of San Mateo.

3. The Local Agency Formation Commission (LAFCo) of San Mateo County is hereby requested to take proceedings in the manner provided by California Government Code Section 56133.

* * *

**RECORDING REQUESTED BY AND
AFTER RECORDING MAIL TO:**

**LOCAL AGENCY FORMATION COMMISSION
455 COUNTY CENTER
REDWOOD CITY, CA 94063**

**With a copy to:
CITY CLERK
CITY OF REDWOOD CITY
1017 MIDDLEFIELD ROAD
REDWOOD CITY, CA 94063**

APN: 058-265-020

**SPACE ABOVE RESERVED FOR RECORDER'S USE
Exempt from recording fee per Gov. Code § 27383.**

DECLARATION OF RESTRICTION

THIS DECLARATION OF RESTRICTION (“Declaration”) is made and entered into this _____ day of _____, 2023, by the Property Owner(s), Edlby Estate LLC, a California limited liability company (“Owner”).

WITNESSETH:

WHEREAS, Owner owns all that certain real property situated in the County of San Mateo, State of California, commonly known as APN 058-265-020, 909 Hillcrest Drive (the “Property”), as more particularly described in Exhibit “A”, attached hereto and incorporated herein by this reference; and

WHEREAS, the Property is located outside the jurisdictional boundaries of the City of Redwood City, a charter city and municipal corporation of the State of California, (“City”), and not contiguous to the City’s boundary, but within the City’s Sphere of Influence as determined by the San Mateo County Local Agency Formation Commission (the “Commission”); and

WHEREAS, on November 13, 2023, the City Council of the City adopted Resolution No. _____, authorizing the application by the City to the Commission requesting approval for extension of water service to serve a new single-family residence on the Property pursuant to Government Code Section 56133 and in compliance with Redwood City Municipal Code Chapter 38 (Water System Regulations); and

WHEREAS, as a condition to said water service connection, the Commission required the Owner to evidence consent to annexation to City and waiver of protest to such annexation in the event the Property were to be proposed for annexation to City; and

WHEREAS, Owner desires to evidence such consent and waiver; and

WHEREAS, Owner understands that any future annexation to City is subject to any and all City rights and determinations, whether legislative, quasi-judicial, administrative, or however characterized, with respect to any proposed annexation of the Property to City.

A G R E E M E N T:

NOW, THEREFORE, Owner agrees as follows:

1. **CONSENT**. In the event that the Property shall be proposed for annexation to the City, Owner hereby consents to said annexation, and hereby waives Owner's rights to protest such annexation pursuant to the provisions of law governing such annexations.

2. **TAXES, OTHER CHARGES**. In the event annexation of the Property to City shall be duly approved by all agencies having jurisdiction thereof, Owner agrees that the Property shall be subject to any and all general, special, extraordinary, or additional taxes or assessments or any and all general, special extraordinary, or additional service charges, fees, or rates, levied against, imposed upon, or otherwise pertaining to the Property by any and all agencies, including the City, having jurisdiction thereof in the same fashion as other like property located within the territorial limits of City.

3. **SUCCESSORS**. This Declaration and all of the terms, conditions, covenants and declarations herein contained shall be binding upon, and shall inure to the benefit of, Owner, and Owner's administrators, heirs, assigns, and transferees.

4. **RUNS WITH THE LAND; RECORDATION**. This Declaration pertains to and shall run with the Property. Upon execution, this Declaration shall be recorded in the Official Records of San Mateo County.

5. **CAPTIONS**. Paragraph headings as used herein are for convenience only and shall not be deemed to affect the meaning or intent of the paragraph headed thereby.

[Signature page follows]

IN WITNESS WHEREOF, Owner has executed this Declaration the date and year first hereinabove written.

OWNER

Edlby Estate LLC,
a California limited liability company

By: _____
Robert Chi
Managing Member

Date: _____

[Signature must be notarized]

EXHIBIT "A"
Legal Description

the following described property in the unincorporated area of the County of **San Mateo**, State of **California**:

LOTS 18 AND 20, AS SHOWN ON THAT CERTAIN MAP ENTITLED "RESUBDIVISION OF LOTS 1, 2, 3 & 4, BLOCK 27, OF OAK KNOLL MANOR NEAR REDWOOD CITY, CALIF.", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON SEPTEMBER 5, 1919 IN BOOK 10 OF MAPS AT PAGE(S) 25.



STAFF REPORT

To the Honorable Mayor and City Council From the City Manager

DATE: November 13, 2023

SUBJECT

Agreement with BKF Engineers for the design for the Price Tract Pump Station Improvement Project to enhance flood protection for developed commercial, industrial, and residential areas in and near downtown Redwood City

RECOMMENDATION

By motion, approve and authorize the City Manager to execute the Agreement for Services with BKF Engineers for design and civil engineering consulting services for the Price Tract Pump Station Improvement Project in not-to-exceed the amount of \$1,321,923 with the option for the City Manager or the City Manager's designees to authorize, if necessary, up to 10% (\$132,193) contingency, for a total not-to-exceed amount of \$1,454,116.

STRATEGIC PLAN GUIDING PRINCIPLE

Public Safety

BACKGROUND

In 2017, the Eastern Low-Lying Area (ELLA) Drainage Master Plan (DMP) assessed the City's storm drain facilities and recommended policy, design standards, and Capital Improvement Projects for system upgrades. The ELLA includes the groundwork for a capital improvement program that prioritizes projects based on capacity, condition, and the City's level of service (LOS) expectations. Within the ELLA-DMP, seven existing storm drain pump stations were evaluated and assessed. Price Tract Drain Pump Station, located at 305 Main Street (figure 1) was found to have deficiencies and requires rehabilitation or replacement to achieve the City's LOS expectations.

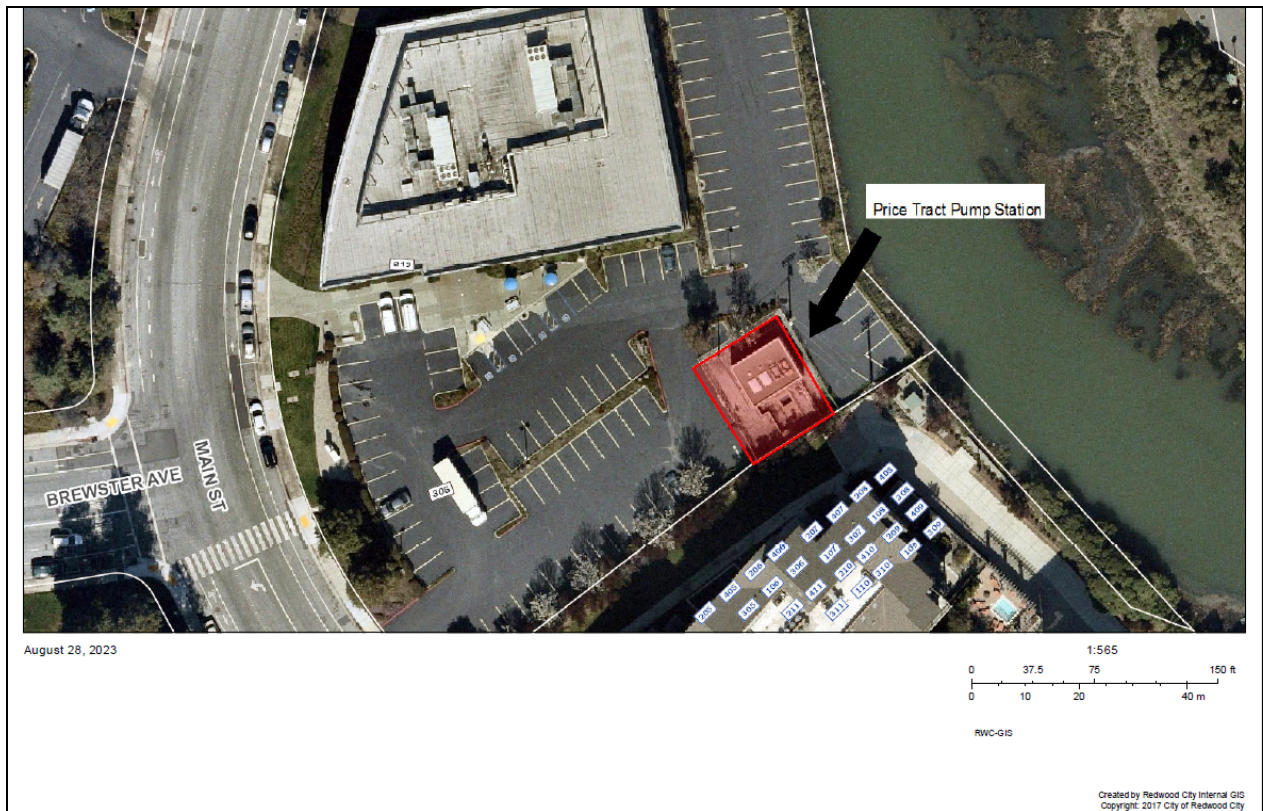


Figure 1. Price Pump Location Map

The Price watershed includes approximately 115 acres of developed commercial, industrial, and residential areas that include parts of Downtown Redwood City. The watershed extends approximately three quarters of a mile from the pump station at Highway 101 to El Camino Real. At El Camino Real, an additional 121 acres flows into the system (236 acres total). The Price Watershed closed conduit system includes one large backbone system from the pump station to the upstream end, consisting of mostly 24-48” diameter reinforced concrete pipes (RCP). Price Tract Pump Station includes three pumps, one with a capacity of 6,600 gallons per minute (GPM) or 14.7 cubic feet per second (CFS), and two with capacities of 18,000 GPM (40.2 CFS) each. The total capacity is 42,600 GPM (95.1 CFS). According to the ELLA-DMP, the required additional pump station capacity should be of 63,700 GPM (142 CFS) to provide 100-year LOS protection (106,300 GPM or 237 CFS in total capacity). In other words, the improved capacity will provide enough service to handle a runoff event that has a 1 percent chance of happening in any year. The 100-year improved capacity was calculated based on historic flooding events.

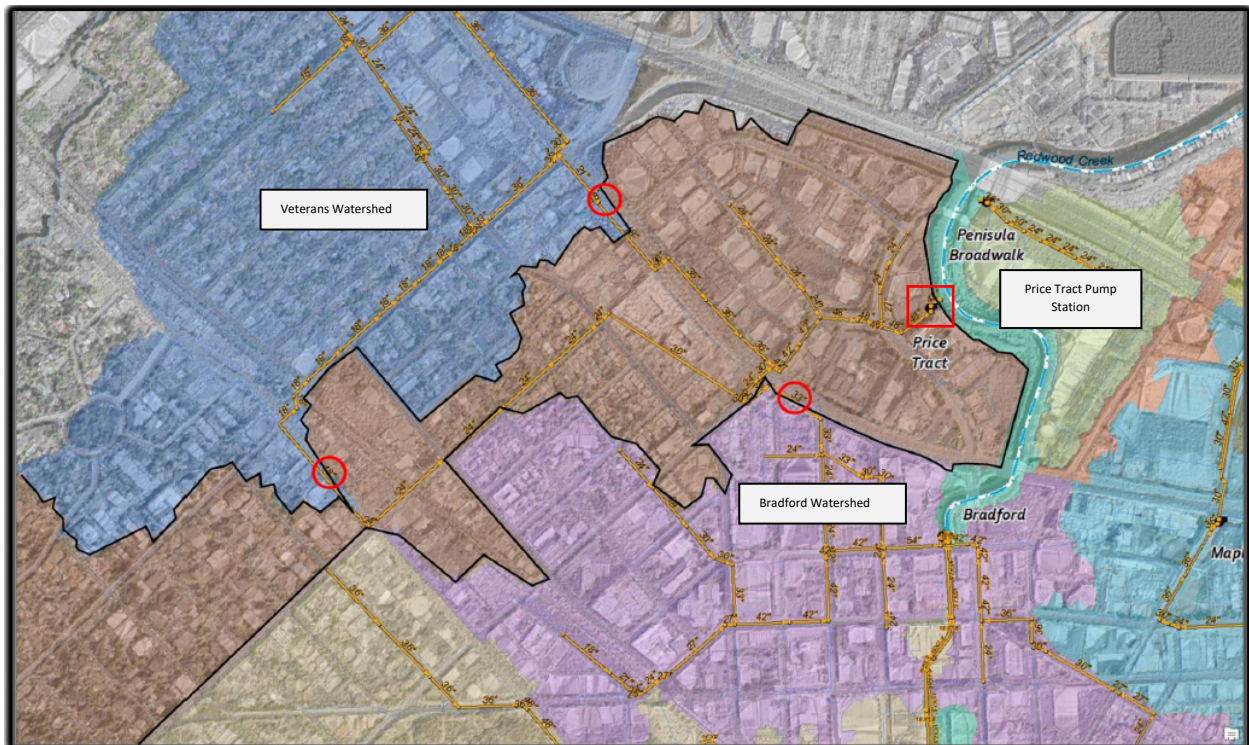


Figure 2. Price Pump Station Watershed. The Price Watershed is connected to the adjacent Veterans Watershed with an 18” RCP and a 21” RCP, and to the adjacent Bradford Watershed with a 36” RCP (red circles). The square shows the location of the Price Tract Pump Station. Source: ELLA-DMP.

The City applied for grant funding under the highly competitive Hazard Mitigation Grant Program (HMGP) from the Federal Emergency Management Agency (FEMA) for the Price Tract Storm Drain Pump Station Improvement Project. The grant was approved, and funding was awarded for the design and permitting phase of the project, Phase One, in the amount of \$501,682.50. Phase One permits the procurement of a consultant to complete engineering design and permitting activities. The federal grant is managed through California Governor’s Office of Emergency Services (CalOES) with a cost-share requirement of 75% Federal and 25% City or local funds.

ANALYSIS

On June 7, 2023, a request for proposals (RFP) was issued for the design of the Price Tract Pump Station Improvement Project (Project). The City solicited proposals from qualified engineering consulting firms to develop the design, plans, specifications, and cost estimate for the Project consistent with Federal procurement regulations. The goal of this Project is to increase performance overall while improving resiliency, ease of operation, and safety for the pump station. Due to the complexity of the project, short duration, compliance with federal regulations and market conditions, only a limited number of consultant firms were available and capable of submitting proposals to perform the work. After following a competitive process, only one proposal was received from BKF Engineers. Therefore, CalOES, the grant administrator for FEMA, performed a review process to verify federal procurement compliance and on

7.F. - Page 4 of 74

September 21, 2023, authorized the City to proceed with a procurement contract with BKF Engineers, refer to Attachment D.

BKF Engineer's proposal satisfies all requirements for this RFP. Moreover, BKF Engineers will provide bid support and construction services during the construction phase, Phase Two. Approval of Phase Two is dependent on the approval of Phase One deliverables by FEMA.

Engineering staff and BKF Engineers have negotiated the terms and budget. BKF Engineers has provided a reasonable cost estimate and level of effort required to perform the work. The staff agrees with BKF Engineer's cost estimate and recommends the option of adding an additional 10% contingency, if necessary. The current proposed total contract amount includes a not-to-exceed amount of \$1,321,923.00. The City Manager or the City Manager's designee, may increase the contract amount, if necessary, up to 10% (\$132,193.00) of the total contract amount bringing the not-to-exceed amount to \$1,454,116.00.

FISCAL IMPACT

The total Federal Cost Share approved for this project is \$501,682.50 which has been confirmed by CalOES, refer to Attachments A, B, and C. The Non-Federal Cost Share of \$820,240.50 has been appropriated in the Capital Improvement Program budget under the Storm Pump Stations account. The total available funding for this project is \$1.2 Million.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

ALTERNATIVES

The City Council may choose to direct staff not to proceed with this project.

ATTACHMENTS

Attachment A – Approval of Hazard Mitigation Grant Program (HMGP) Award Letter dated October 14, 2022

Attachment B – Updated Grant Subaward Information Sheet Notification dated August 21, 2021

Attachment C – Noncompetitive Procurement Authorization Letter #1 DEMA-4558-DR-CA Price Storm Drainage Pump Station Improvement Project dated September 21, 2021

Attachment D – Design Professional Services Agreement

REPORT PREPARED BY:

Ahmad Haya, Senior Civil Engineer
ahaya@redwoodcity.org
(650) 780-7397

APPROVED BY:

Jeff Schwob, Interim Community Development & Transportation Director
Melissa Stevenson Diaz, City Manager



FEMA

October 14, 2022

Mark S. Ghilarducci, Director
 Governor’s Authorized Representative
 California Governor’s Office of Emergency Services
 3650 Schriever Avenue
 Mather, CA 95655

Reference: Application Approval, HMGP DR-4558-084-051R
 City of Redwood City, California
 Price Storm Drainage Pump Station Improvement Project, Phase 1
 FIPS Code: 081-60102, Supplement 55

Dear Mark Ghilarducci:

We approve and issue Hazard Mitigation Grant Program (HMGP) funds for the City of Redwood City, HMGP DR-4558-084-051R, Price Storm Drainage Pump Station Improvement Project, Phase 1.

The total project cost for Phase 1 is \$668,910.00. As shown in the enclosed Obligation Report - Supplement 55, we are obligating \$501,682.50 for the 75 percent Federal share; the 25 percent non-Federal share is \$167,227.50. These funds are available in SmartLink for immediate and eligible disbursements. The following is a summary of the approved funding:

Project Phase:	Federal Share:	Non-Federal Share:	Total Project Cost:
Phase 1, Supplement 55	\$501,682.50	\$167,227.50	\$668,910.00

This HMGP project approval and obligation of funds are subject to the following conditions:

- 1. Scope of Work (SOW)** – The City of Redwood City will improve the Price Storm Drainage Pump Station by replacing the existing pumps, installing a backup generator, new electrical switchboard, and motor control center, as well as installing a new 48 inch diameter, 22-foot-long inlet pipe and automatic trash rack upstream of the pumps, a new 60 inch diameter, 40-foot-long discharge pipe and outlet structure along Redwood Creek, and improving 3,150 linear feet of storm pipe feeding the pump station to 30-year capacity. Overall, the project will be accomplished in two phases. This approval covers Phase 1 only, which will include procuring a consultant to complete engineering design and permitting activities, including the excavation of two geotechnical bores as well as potholing in previously disturbed areas to locate existing utilities.

The following Phase 1 activities and deliverables are expected:

Phase 1 Activity	Estimated Timeline
Permitting	12 Months
Engineering and Final Design	5 Months

Please provide the above-referenced deliverables once completed to the assigned FEMA Grants Management Specialist for review and inclusion within the official grant file.

2. **Phase 1 Completion Date** – The work schedule included with the project application indicates that Phase 1 will take 17 months to complete; therefore, the Phase 1 completion date is March 14, 2024. All Phase 1 project deliverables must be submitted to the assigned FEMA HMA Specialist by the Phase 1 completion date. Please inform the sub-recipient that work completed after this date is not eligible for federal funding, and that federal funds may be de-obligated for work completed outside the completion date when there is no approved time extension.

3. **Phase 2 Approval** – Please inform the sub-recipient that Phase 2 approval is contingent on programmatic review and Environmental and Historical Preservation (EHP) approval. Phase 2 activities may not commence until written approval has been received. Any Phase 2 activities completed prior to approval may be de-obligated. In addition, if Phase 2 is unapproved, federal funds may be de-obligated for previously completed Phase 1 activities.

4. **Record of Environmental Considerations (REC)** – Phase 1 of this project has been determined to be Categorical Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction Manual 023-01-001- 01, Revision 1. Categorical Exclusions a4 (information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents) and a7 (the commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature) have been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. Please reference the enclosed REC for further information.

5. **Standard Conditions** – This project approval is subject to the enclosed *Standard Mitigation Grant Program (HMGP) Conditions*, amended August 2018. Please note that federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions or need further assistance please contact Emily Baumgartner, Sr. Grants Management Specialist, by email emily.baumgartner@fema.dhs.gov, or phone (202) 322-5375.

Sincerely,

for

Kathryn Lipiecki
 Director, Mitigation Division
 FEMA Region 9

Enclosures (3):

Obligation Report - Supplement 55
Record of Environmental Considerations (REC)
Standard Mitigation Grant (HMGP) Conditions

cc: Jennifer Hogan, State Hazard Mitigation Officer, California Governor's Office of Emergency Services
Jacy Hyde, Ph.D., Branch Chief, California Governor's Office of Emergency Services
Robert McCord, Chief, Hazard Mitigation Assistance Branch, FEMA Region 9

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4558	51 -R	0	84	1	55	CA	Statewide

Subrecipient: Redwood City

Project Title : Price Storm Drainage Pump Station Improvement Project

Subrecipient FIPS Code: 081-60102

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$501,682.50	\$501,682.50	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$501,682.50	\$0.00	\$501,682.50	10/06/2022	Accept	2023

Comments

Date: 10/06/2022 User Id: SSCOTT39

Comment: Approved funding HMGP 4558-084-051R-San Mateo County-Price Storm Drainage Pump Station Improvement Project (Phase I)-Fec Share-\$501,682.50

Authorization

Preparer Name: STEVEN SCOTT

Preparation Date: 10/06/2022

HMO Authorization Name: EMILY BAUMGARTNER

HMO Authorization Date: 10/06/2022

04:49:14

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4558-0051-CA (4558-084-051) (1)

Title: Price Storm Drainage Pump Station Improvement Project

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi	Level: CATEX
EIS Notice of Intent	EIS ROD Date:	

Comment The project aims to reduce local flooding through construction of a new pump station with an approximate capacity of 284 cubic feet per second (cfs) to replace the existing 95 cfs capacity Price Pump Station (37.492370007, -122.2274961). The new pump station would be equipped with a backup generator, new electrical switchboard, and motor control center. A new 22-foot-long, 48 inch-diameter inlet pipe and automatic trash rack would be installed upstream of the pumps. Additionally, a new 40-foot-long, 60 inch diameter discharge pipe and outlet structure would be installed along Redwood Creek. Phase 1 of the project would include engineering, design work, and environmental permitting and would include the excavation of two geotechnical bores as well as potholing in previously disturbed areas to locate existing utilities. Phase 2 would include construction and implementation. No additional ground disturbance or structural activities not stipulated in the Phase 1 project scope of work are permitted without prior notice to FEMA. This review covers Phase 1 project actions only and does not cover Phase 2 construction activities, which will require a separate review.

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction Manual 023-01-001-01, Revision 1. Categorical Exclusions A4 (information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents) and A7 (the commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature) have been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - lholm2 - 09/06/2022 16:09:02 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
a4	(a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities.	Yes
a7	(a7) The commitment of resources, personnel, and funding to conduct audits, surveys, and data collection of a minimally intrusive nature. If any of these commitments result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include, but are not limited to: (a) Activities designed to support the improvement or upgrade management of natural resources, such as surveys for threatened and endangered species, wildlife and wildlife habitat, historic properties, and archeological sites; wetland delineations; timber stand examination; minimal water, air, waste, material and soil sampling; audits, photography, and interpretation. (b) Minimally-intrusive geological, geophysical, and geo-technical activities, including mapping and engineering surveys. (c) Conducting Facility Audits, Environmental Site Assessments and Environmental Baseline Surveys, and (d) Vulnerability, risk, and structural integrity assessments of infrastructure.	Yes

EXTRAORDINARY

04:49:14

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4558-0051-CA (4558-084-051) (1)

Title: Price Storm Drainage Pump Station Improvement Project

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project is located in a non-attainment area	The project is in San Mateo County, which is within a non-attainment area for 8 hr Ozone (2008, 2015) and PM-2.5 (2006) according to the U.S. Environmental Protection Agency (USEPA): https://www3.epa.gov/airquality/greenbook/anay_o_ca.html updated, August 31, 2022 . Based on the scope of work, the potential emissions from project activities are clearly below de minimis thresholds for the General Conformity rule. Thus, the project is exempt from a conformity determination. - lholm2 - 09/06/2022 15:38:37 GMT
	Completed	Coordination required with applicable state administering agency - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	The project is within an "AE" zone area of the Special Flood Hazard Area (100-year floodplain, base floodplain), per Flood Insurance Rate Map (FIRM) panel 06081C0301F, dated April 5, 2019, and the activity is not likely to adversely affect floodplain values. - lholm2 - 09/06/2022 15:41:03 GMT
	Completed	No adverse effect on floodplain and not adversely affected by the floodplain - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	Per the U.S. Fish and Wildlife Service Wetland Mapper viewed on x, the project is located outside of wetlands and not likely to result in any potential direct impacts that will adversely affect wetlands. - lholm2 - 09/18/2022 23:30:13 GMT Per the U.S. Fish and Wildlife Service Wetland Mapper viewed on September 5,

04:49:14

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4558-0051-CA (4558-084-051) (1)

Title: Price Storm Drainage Pump Station Improvement Project

Environmental Law/ Executive Order	Status	Description	Comment
			2022, the project is located outside of wetlands and not likely to result in any potential direct impacts that will adversely affect wetlands. - lholm2 - 09/18/2022 23:33:11 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	According to the Environmental Protection Agency's Environmental Justice Screening and Mapping Tool (Version 2020), there are minority (22%) and low-income (55%) populations within 1 mile of the project area. This project would not result in disproportionately high and adverse impacts on low income or minority populations. - lholm2 - 09/06/2022 15:41:51 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	The proposed action is to provide funding to the Subapplicant for project design, permitting, limited geotechnical boring, and potholing for existing utilities. These actions would result in no impacts to endangered species. Endangered Species Act (ESA) review will need to be completed prior to implementing any subsequent phases of the project. The proposed Phase 1 scope of work will not destroy or adversely modify suitable habitat and will not affect any other listed or proposed species under the jurisdiction of the U.S. Fish and Wildlife Service and National Marine Fisheries Service (the Services). It is therefore determined the proposed action would have "No Effect" on listed species and consultation with the Services under Section 7 of the ESA is not required. See attached No Effect Determination. - lholm2 - 09/06/2022 15:36:37 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	The project is in the Flyway, however, based on the project scope of work there is likely no potential for take of migratory birds. - lholm2 - 09/06/2022 15:39:15 GMT

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4558-0051-CA (4558-084-051) (1)

Title: Price Storm Drainage Pump Station Improvement Project

Environmental Law/ Executive Order	Status	Description	Comment
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Not type of activity with potential to affect historic properties - Review concluded	The Phase I Undertaking was reviewed by Lisa Holm, who meets the applicable Secretary of the Interior Professional Qualifications Standards in accordance with Stipulation I.B.1.a. of the Programmatic Agreement among the Federal Emergency Management Agency (FEMA), State Historic Preservation Office (SHPO) and California Office of Emergency Services (Cal OES) signed October 30, 2019. The Undertaking complies with Second Tier Programmatic Allowances II.A.5.b (geotechnical coring within previously disturbed soils) and II.D.1.a (in-kind repair or replacement, or minor upgrading of utilities and associated features and structures within previously disturbed soils) (Appendix B) of the Agreement. Thus, the Undertaking does not require SHPO review or notification per Stipulation II.A.1 of the Agreement. - lholm2 - 09/06/2022 15:36:06 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Standard Mitigation Grant Program (HMGP) Conditions FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 3002.
2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.
3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.
4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.
5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.
6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.
7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding \$5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.
8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.
9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.
10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.
11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subapplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.
12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.
14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.
15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.
16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.
17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).
18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.



August 21, 2023

Melissa Stevenson Diaz
City Manager
Redwood City, City of
1017 Middlefield Road
Redwood City, CA 94063-1993

Subject: **Updated Grant Subaward Information Sheet Notification**
Hazard Mitigation Grant Program
FEMA-**4558**-DR-CA, Project #**PJ0084**, FIPS #**081-60102**

Dear Ms. Stevenson Diaz:

In compliance with 2 CFR Ch. II §200.331, the California Governor's Office of Emergency Services (Cal OES) is sending you an updated Supplemental Grant Subaward Information sheet to reflect recent changes to information regarding your subaward. This document has the following revision(s):

- A new performance period end date due to a project time extension. The new end date for this project is December 11, 2024.

Please review the enclosed document to verify its accuracy. For further assistance, please contact the Recovery Financial Processing Unit at (916) 845-8110 or at HMGrantsPayments@caloes.ca.gov.

Recovery Financial Processing Unit
Enclosures: Supplemental Grant Subaward Information Sheet
c: Subrecipient's Project File



**California Governor's Office of Emergency Services
SUPPLEMENTAL GRANT SUBAWARD INFORMATION SHEET**

The California Governor's Office of Emergency Services (Cal OES), makes a Grant Subaward of funds set forth to the following:

1. Subrecipient: Redwood City, City of **1a. SAM ID:** JDWVP8YNMME4

2. Implementing Agency: Redwood City, City of **2a. SAM ID:** JDWVP8YNMME4

3. Implementing Agency Address: 1017 Middlefield Road Redwood City CA 94063-1993
Street City State ZIP+4

4. Location of Project: Redwood City San Mateo 94063-1729
City County ZIP+4

5. Federal Award Identification Number: FEMA-4558-DR-CA **6. Performance Period:** 10/14/2022 to 12/11/2024

7. Indirect Cost Rate: N/A 10% de minimis Federally Approved ICR: _____

8. Federal Awarding Agency Section

Federal Program Fund / CFDA #	Federal Awarding Agency	Total Approved Project Amount
Hazard Mitigation Grant Program / 97.039	U.S. Department of Homeland Security, Federal Emergency Management Agency	\$668,910.00

9. Primary Authorized Agent:

Name: Melissa Stevenson Diaz Title: City Manager

Phone: (650) 780-7301 Email: mdiaz@redwoodcity.org

Payment Mailing Address: 1017 Middlefield Road Redwood City CA 94063-1993
Street City State ZIP+4

10. Additional Correspondence Contacts (optional):

Name: Andrea Coto Email: acoto@redwoodcity.org

Name: Vicky Lau Email: vlau@redwoodcity.org

**California Governor's Office of Emergency Services
SUPPLEMENTAL GRANT SUBAWARD INFORMATION SHEET**

Cal OES Contact Information Section:

Governor's Office of Emergency Services
Nancy Ward, Director
3650 Schriever Avenue
Mather, CA 95655
Phone: (916) 845-8510

Cal OES Use Only	
Cal OES #	081-60102-00
FIPS #	081-60102
Subaward #	DR4558-PJ0084
PCA	
Federal Award Dates	08/22/2020 05/21/2028

11. Supplement Information

Supp No.	Federal Share	Non-Federal Share	SR Mgmt Cost	Total Supplement Cost	Fed / Non-Fed Cost Share
55	\$501,682.50	\$167,227.50	\$0.00	\$668,910.00	75%/25%
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Totals:	\$501,682.50	\$167,227.50	\$0.00		

Total Project Cost: \$668,910.00
(incl SRMC)

12. Project Description Section:

Price Storm Drainage Pump Station Improvement Project

13. Research and Development Section:

Is this Subaward a Research and Development Grant? Yes No

7.F. - Page 19 of 74

GAVIN NEWSOM
GOVERNOR



NANCY WARD
DIRECTOR

9/21/2023

Melissa Stevenson-Diaz
City Manager
1017 Middlefield Rd
Redwood City, CA 94063

Subject: Noncompetitive Procurement # 1
FEMA-4558-DR-CA, August 2020 Wildfires
Cal OES PJ0084, FEMA 051, Price Storm Drainage Pump Station
Improvement Project
Subrecipient: City of, Redwood City, FIPS: 081-60102

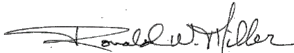
Dear Melissa Stevenson-Diaz:

The California Governor's Office of Emergency Services (Cal OES) received your request on August 17, 2023, requesting a noncompetitive procurement authorization for the procurement of Phase 1 design with an estimated cost of \$668,910. Cal OES reviewed the procurement steps taken and determined the noncompetitive procurement is warranted based on the factors listed in your request.

All federal requirements under 2 CFR still apply to this procurement. The subrecipient is to negotiate profit as a separate element of the price in which there is no price competition. See 2 CFR 200.324(a/b). Additional instances of noncompetitive procurement must be approved separately.

If you have any questions, please contact Christine Lacey, Regional Manager, at (916)-926-9869 or Christine.Lacey@CalOES.ca.gov.

Sincerely,

DocuSigned by:

FA9FF190CC19445...

RON MILLER
Acting State Hazard Mitigation Officer



3650 SCHRIEVER AVENUE • MATHER, CA 95655
RECOVERY SECTION • HAZARD MITIGATION ASSISTANCE BRANCH
PHONE: (916) 328-7450 • EMAIL: HMA@CALOES.CA.GOV
www.CalOES.ca.gov

**AGREEMENT FOR SERVICES
BKF Engineers**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2023 (the "Effective Date"), by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City"), and BKF Engineers, a California corporation ("Consultant").

RECITALS

A. City requires the services of an engineering consulting firm to develop the design, prepare construction documents, and assist during the construction of the Price Tract Pump Station Improvement Project.

B. Consultant has the necessary experience in providing such services.

C. Selection of Consultant is expected to achieve the desired results in an expedited fashion.

D. Consultant has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. City retains Consultant to perform, and Consultant agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated herein by reference. City will have the right to modify the scope of work to delete tasks in whole or in part. Any individuals listed as "Key Personnel" on Exhibit "A" will perform the roles ascribed to them in Exhibit "A". Consultant may not change the list of Key Personnel without the prior written consent of the City.

2. Standard of Performance. While performing the Services, Consultant will exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the urban Northern California Area. Consultant will also use reasonable diligence and best judgment while exercising its professional skill and expertise.

3. Term. Unless terminated earlier pursuant to Section 21, the term of this Agreement will begin on the Effective Date and will end when Consultant has performed the Services completely.

4. Schedule. Consultant will adhere to the schedule set forth in Exhibit "A", provided, that City, in its discretion, may grant reasonable extensions when performance of the Services is delayed due to unusually lengthy governmental reviews or other unexpected, unavoidable circumstances. Such circumstances will not include strikes, lockouts, work

stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

5. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

6. Compensation. City will pay to Consultant a not-to-exceed amount of One Million Three Hundred Twenty-One Thousand Nine Hundred and Twenty-Three Dollars (\$1,321,923) for the completion of all the work and services described herein, which sum will include all costs or expenses incurred by Consultant, payable as set forth in Exhibit "A". City will have the authority to withhold a 10% retention until it has accepted all of the Services as complete.

6.1 Consultant must submit applications for payment that contain the following:

6.1.1. A clear, detailed invoice reflecting Services for which Consultant is billing City;

6.1.2. A summary sheet showing hourly rates (if applicable);

6.1.3. Number of hours worked;

6.1.4. Percentage of Services completed to date;

6.1.5. Amount/percent billed to date;

6.1.6. Current status of all tasks within a project;

6.1.7. Any backup documentation reasonably necessary to substantiate the preceding items; and

6.1.8. Any changes to the anticipated work schedule.

6.2. The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its officers, agents, employees, consultants, or subcontractors (collectively, "Consultant Personnel"). City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Consultant or any Consultant Personnel. Consultant agrees to reimburse City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City makes on behalf of Consultant or any Consultant Personnel for work done under this Agreement. At the City's election, City may deduct the reimbursable amount from any balance owing to Consultant.

7. Status of Consultant. Consultant will perform the Services as an independent contractor and not as an employee of City. The persons used by Consultant to provide services under this Agreement will not be considered employees of City for any purposes.

8. Labor Code Prevailing Wage. To the extent required by law, Consultant will comply with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, workers' compensation and prevailing wages. When prevailing wage rules are applicable, the following provisions apply:

8.1. No less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Services under this Agreement will be paid to all workers, laborers and mechanics employed in the execution of the Services by Consultant or any subcontractor doing or contracting to do any part of the Services.

8.2. The appropriate determination of the Director of the California Department of Industrial Relations will be filed with and available for inspection at City offices.

8.3. Consultant will post, at each job site, a copy of the prevailing rate of per diem wages.

8.4. Consultant will forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for any public work done under the Agreement by it or by any subcontractor under Consultant.

9. Subcontracting. Consultant will not subcontract any portion of the Services without prior written approval of the City Manager or their designee. If Consultant subcontracts any of the Services, Consultant will be fully responsible to City for the subcontractor's acts and omissions as Consultant is for the acts and omissions of persons directly employed by Consultant. Such responsibility will include responsibility for the acts and omissions of the subcontractor's officers, employees, consultants, subcontractors, and agents. Nothing contained in this Agreement will create any contractual relationship between City and any subcontractor, and Consultant will be responsible for paying subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement that bind Consultant unless specifically noted to the contrary in the subcontract and approved in writing by the City Manager or their designee.

10. Other Consultants. City reserves the right to employ other consultants in connection with the Services.

11. Indemnification.

11.1 Consultant will defend, indemnify and hold harmless (collectively "Indemnify") City and its officers, boards and commissions, agents, employees and volunteers (collectively "Indemnitees") from and against all claims, damages, losses and expenses including attorney fees (collectively "Losses") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or any Consultant Personnel or anyone for whose acts any of them may be liable. Consultant's duty to Indemnify will not include any Losses arising from the sole negligence or willful misconduct of City.

11.2 Notwithstanding Consultant's obligation to defend City hereunder, City has the right to conduct its own defense and seek reimbursement for reasonable costs of defense from Consultant, if City chooses to do so.

11.3 Consultant agrees to pay any and all costs City incurs enforcing the provisions set forth in this Section 11.

11.4 Subsection 11.1 notwithstanding, in accordance with California Civil Code Section 1668, as amended, nothing in this Agreement will be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law.

11.5 Nothing contained in this Agreement will be construed to require Consultant to Indemnify Indemnitees against any responsibility or liability in contravention of California Civil Code Section 2782.8, as amended. To the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as amended, such duties of Consultant to indemnify will not apply when to do so would be prohibited by California Civil Code Section 2782 as amended.

11.6 The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation plan is included as a loss, expense or cost for the purposes of this Section 11.

11.7 Acceptance by City of Consultant's services and duties will not operate as a waiver of City's rights under this Section 11.

11.8 The parties expressly agree that this Section 11 will survive the expiration or early termination of the Agreement.

12. Insurance. Consultant will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A-:VII".

12.1 Coverages and Limits. Consultant, at its sole expense, will maintain the types of coverages and minimum limits indicated below, unless otherwise approved by City in writing. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement.

12.1.1 Commercial General Liability Insurance. Consultant will maintain occurrence based coverage with limits not less than \$2,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy will be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

12.1.2 Business Automobile Liability Insurance. Consultant will maintain coverage with limits not less than \$1,000,000 per each accident for owned, hired and non-owned automobiles. For on-call services agreements, the Business Automobile Liability insurance policy will be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

12.1.3 Workers' Compensation Insurance. Consultant will maintain coverage as required by the California Labor Code. The Workers' Compensation policy will contain an endorsement stating that the insurer waives any right to subrogation against the City, its officers, agents, employees and volunteers.

12.1.4 Employer's Liability Insurance. Consultant will maintain coverage with limits not less than \$1,000,000 per each accident for bodily injury or disease.

12.1.5 Professional Liability Insurance. Consultant will maintain coverage with limits not less than \$1,000,000 per occurrence. Professional Liability may be written as claims-made coverage.

12.2. Notice of Cancellation. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Consultant providing thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

12.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Consultant will provide to City certificates of

insurance and above-referenced endorsements sufficient to satisfaction of City's Risk Manager. In no event will Consultant commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by City's Risk Manager.

12.4 Failure to Maintain Coverage. If Consultant fails to comply with these insurance requirements, then City will have the option to declare Consultant in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Consultant is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Consultant or deduct the amount paid from any sums due Consultant under this Agreement.

12.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

13. Business License. Consultant will obtain and maintain a City of Redwood City Business License for the term of the Agreement, including any extension terms.

14. Ownership of Documents. If Exhibit "A" or any task order or purchase order under this Agreement lists a document, report, or other material as an item to be provided by Consultant to City (a "Deliverable"), such Deliverable will be and remain the property of City. Consultant will provide a copy of all Deliverables to City in their native format. Consultant may retain one copy of any Deliverable for its internal records, but it may not use a Deliverable for any other purpose without the prior written consent of City. Any reports and other material prepared by or on behalf of Consultant under this Agreement that are not Deliverables (collectively, the "Consultant Documents") will be and remain the property of Consultant. City may request copies of Consultant Documents, and to the extent Consultant agrees to provide copies of such Consultant Documents, they may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem appropriate without further employment of or payment of any compensation to Consultant.

15. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Such records will not be Deliverables prepared for City and will be Consultant Documents for purposes of this Agreement. Nothing herein will convert such records into public records, and they will be available only to City and any specified public agencies. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow City to inspect of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

16. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in City, and Consultant relinquishes all claims to the copyrights in favor of City.

17. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Consultant under this Agreement.

For City:

City of Redwood City
Attention: City Manager
1017 Middlefield Road
Redwood City, CA 94063
(650) 780-7000

For Consultant:

BKF Engineers
Attention: Brian Scott, PE
Principal-in-Charge
255 Shoreline Dr. Suite 200, Redwood
City, CA, 94065
(650) 482-6335

Except as otherwise stated, all notices provided under this Agreement must be in writing and delivered by regular and certified mail. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

18. Conflict of Interest. If disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Consultant or any Consultant Personnel, Consultant or Consultant Personnel will complete and file with the City Clerk the Statement of Economic Interests Form 700.

Consultant, for Consultant and on behalf of all Consultant Personnel, warrants by execution of this Agreement that they have no interest, present or contemplated, in the projects affected by this Agreement. Consultant further warrants that neither Consultant, nor any Consultant Personnel have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Consultant will file with City an affidavit disclosing this interest.

19. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the Services by Consultant, including those set forth in Exhibit "B". Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

20. Discrimination and Harassment Prohibited. Consultant will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

21. Termination.

21.1 Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement.

21.2 If Consultant fails or refuses to perform any of the provisions of this Agreement, and if Consultant does not cure the default within five (5) days of the City providing a written notice specifying the nature of the default, City may terminate this Agreement immediately by giving written notice to Consultant.

21.3 If City materially fails or refuses to perform any of the provisions of this Agreement, and if City does not cure the default within thirty (30) days of Consultant providing a written notice specifying the nature of the default, Consultant may terminate this Agreement immediately by giving written notice to City.

21.4 Within ten (10) days of termination pursuant to this Section 21 or of the natural expiration of this Agreement, Consultant will assemble any Deliverables without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed up to the termination date; however, the total will not exceed the amount payable under this Agreement. City will determine the final payment amount based upon the value of the work product delivered to City and the percentage of the Services performed.

22. Covenants against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

23. Claims and Lawsuits. Consultant acknowledges that if a false claim is submitted to City by Consultant, Consultant may be subject to criminal prosecution for fraud. Consultant also acknowledges that California Government Code sections 12650 *et seq.* (the False Claims Act), as amended, applies to this Agreement and provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding. As a result of such proceeding, Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges that disbarment by another jurisdiction is grounds for City to terminate this Agreement.

24. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California.

The Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

25. Successors and Assigns. This Agreement will be binding upon the Parties and their respective successors and assigns. Consultant may not assign this Agreement, nor any part of it, nor any monies due or to become due under it without the prior written consent of City, which City may withhold in its sole discretion.

26. Paragraph Headings. Headings in this Agreement are for convenience only and are not part of any provision in this Agreement. No heading will be construed to change the meaning of any provision.

27. Entire Agreement; Conflicts. This Agreement, together with any other written document referred to or contemplated by it, along with any purchase order or task order for this Agreement, embodies the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede any purchase order or task order and any other attachment or exhibit.

28. Amendments. This Agreement may only be amended, modified, waived or discharged in a writing signed by both Parties.

29. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

30. Electronic Signatures. If all Parties agree, electronic signatures may be used in place of original signatures on this Agreement. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature. After all Parties agree to the use of electronic signatures, all Parties must sign the document electronically.

(Signature Page Follows)

CITY:

City of Redwood City,
1017 Middlefield Road
Redwood City, CA 94063

By: _____
Melissa Stevenson Diaz, City Manager

ATTEST:

Yessika Castro, City Clerk

CONSULTANT:

BKF Engineers
Brian Scott, PE
Principal-In-Charge
255 Shoreline Drive, Suite 200, Redwood City,
CA, 94065.

*By: Brian Scott
Brian Scott (Nov 7, 2023 10:53 PST)

**By: Jean Chen

Printed Name: Brian Scott

Printed Name: Jean Chen

Title: Principal/Vice President

Title: CFO

If required by City, proper notarial acknowledgment of execution by Consultant must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

EXHIBIT "A"

SCOPE OF SERVICES AND FEE

TASK 1: PROJECT MANAGEMENT AND TEAM MEETINGS

Subtask 1.1– Project Management

- Consultant will provide general project management and subconsultant oversight services including defining and tracking tasks, status updates, general coordination, and preparation of a detailed schedule showing planned milestones and deliverables to be achieved for completion of the Project.
- Consultant will collaborate and coordinate with the City for the duration of the project. Coordination will include providing project updates, seeking clarification from City staff, following-up to questions from City Meetings, and any other coordination required. Coordination will be by email, phone calls, or meetings.
- Consultant will also track the budget and issue monthly invoices.

Subtask 1.2 – Team Meetings

- Consultant will schedule sixteen (16) bi-weekly virtual meetings with the Project Team to discuss the status of the project, upcoming efforts, issues, and other relevant information. Bi-weekly meetings to be 1-hour each. Topics of discussion will include submittal comments, Project progress, issues which may affect the Project schedule and budget, and any other agenda items that the Project Team request for discussion.
- Consultant will prepare and distribute agendas and meeting minutes.
- Consultant will attend five (5) coordination meetings with other design consultants. Other design consultants may include but not limited to consultants responsible for other site improvements or off-site improvements that are not covered in this scope of work, and third-party review consultants. Coordination meetings to be 1-hour, and the topics of discussion may include submittal comments, Project progress, issues which may affect the Project schedule and budget, and any other agenda item that the Project Team or Other Design Consultants request for discussion.

Subtask 1.3 – City Meetings

- Consultant will schedule six (6) meetings with City staff per the table below. The meetings will be virtually held for 1-hour each. The purpose of the meetings is to review project schedule, conduct a page turn of the deliverable, answer any comments or questions from City staff, discuss upcoming efforts, issues,

and other relevant information. Consultant will prepare and distribute agendas, action logs, updated project schedules, and meeting minutes.

Meeting	Description
Meeting #1	The first meeting will be held at the project kickoff to confirm the City's criteria and preferences for the pump station design.
Meeting #2	The second meeting will be held following the hydrologic and hydraulic analysis and physical modeling tasks.
Meeting #3	The third meeting will take place after the draft Basis of Design and Feasibility Report Submittal.
Meeting #4	The fourth meeting will take place after the 60% Initial Design Submittal.
Meeting #5	The fifth meeting will take place after the 90% Semi-Final Design Submittal.
Meeting #6	The sixth meeting will take place after the 100% Final Design Submittal.

Subtask 1.4 – Grant Assistance

- Upon notice to proceed from the City, Consultant will work with the City to prepare a Reporting Plan (Plan) for the HMGP-Hazard Mitigation Grant Program (FEMA), detailing the outcomes and data being tracked and the data needed to prepare complete and accurate reports. The City will be leading all efforts in submitting quarterly reports and reimbursement requests to the grant administrators (CalOES). These documents are submitted directly to the grant manager with all required signatures by the appropriate authorized representative(s). The Plan will outline the reporting tasks, deliverables, milestones, expectations, and internal due dates for receiving the reporting data, as well as the external due dates for timely submission of the quarterly reports, and final closeout report. Consultant's work on the HMGP Reporting is to be billed hourly, not-to-exceed 40 hours.
- Consultant will attend up to three (3) grant support meetings (if needed) and provide any ancillary support services that may be associated with the HMGP. These services will be in addition to the HMGP grant reporting services, and will be billed hourly, not to exceed 20 hours. If additional support services are required beyond the 20 hours budget, Consultant will notify the city and provide the additional support as an additional service.

Subtask 1.5 – Quality Assurance/Quality Control (QA/QC)

- Consultant will perform QA/QC checks prior to each submittal. Quality controls from each discipline, including any subconsultants, will be incorporated into every phase of the work to ensure quality and contract compliance. Consultant will provide formal tracking and final resolution of review comments and subsequent actions.

Deliverables for task 1: Project Management and Team Meetings include schedule updates, invoices, progress reports, updated action item lists, and meeting agendas and minutes.

TASK 2: SITE SURVEYS AND INVESTIGATIONS

Subtask 2.1 – Utility & Site Reconnaissance

- Consultant will review record drawings and record information already provided in the RFP and additional information provided by the City following award of the project to familiarize as to the level of analysis performed on the pump station.
- Consultant will check the completeness of the information based on their understanding of the site and will identify if additional utility research or potholing will be required.
- Consultant will assess the accuracy of the mapped information based on as-builts and the topographic field survey.
- Consultant will visit and verify the field conditions.
- Consultant will visually inspect manholes, structures, panels, pipes, cleanouts, etc., and take photos or videos of selected structures.

Subtask 2.2 – Topographic Field Survey

- Consultant will provide the field work to prepare a Topographic Survey for the project. The topographic survey will be comprised of the following:
 - Field Survey: Consultant will conduct a topographic survey utilizing traditional ground surveying methods to complete detailed topographic mapping at the proposed pump station location, assumed to be an area approximately 200 feet by 300 feet. The survey will include, but not be limited to, general topography, building corners, trees, paths, edge of roadway, curbs, and gutters, and any visible infrastructure such as drainage improvements, sanitary sewer, water, utility poles and overhead utilities. Accessible gravity utilities along the frontages and within the site will be opened and “dipped” to obtain pipe size, direction, and invert elevation. The City will provide GIS as-built information to the design team. Consultant will assume that because the pump house will be replaced, no survey is required inside of the existing building.

- Underground Utility Locating: Consultant's in-house utility locators will perform utility investigation services using standard industry acceptable method as per California Government Code section 4216 to determine the approximate horizontal position and depth of detectable utility lines within the 200-foot by 300-foot area described above. Consultant's field crews will use a combination of water-based paint and pin flags to mark the results of the investigation on the ground surface. Consultant crews may opt to use the Ground Penetrating Radar (GPR), if the soil conditions will return a good signal to attempt to locate utility lines with no tracer wires. Individual field conditions will dictate the thoroughness of Consultant's subsurface utility investigation. Consultant will perform a reasonable effort to determine the location of the existing underground utility lines; however, due to technical limitations of today's most modern equipment, no guarantee (expressed or implied) can be made. Irrigation lines, empty conduits, and abandoned utilities will not be located. Potholing and excavation are not included in this task, but Consultant's subconsultant BESS TestLabs is part of the Consultant Team and is available to perform potholing as an additional service. If necessary, Consultant will endeavor to locate abandoned lines and utilities as needed under additional services.
- Mapping: Consultant will review the title report provided by others and document easements and encumbrances identified that may impact design of the facility. The signed hardcopy Topographic Map will be an instrument of service. Electronic mapping will be completed in an AutoCAD format and can be transferred and used by others for future projects.
 - The mapping is anticipated to be 1" = 10'. Consultant will take a series of photographs for future reference and documentation of current field conditions encountered during the time of the survey.
 - The vertical control for the survey will be tied to the North American Vertical Datum of 1988 (NAVD88).
 - The horizontal location and rotation of the mapping is anticipated to be on California State Plane Coordinates, Zone III based on the North American Datum of 1983 (NAD83). The mapping will be done in ground distance.

Subtask 2.3 – Easements and Encumbrances

- Consultant was provided a deed dated November 27, 1959, and a parcel map dated September, 1997 of the existing pump station property. The City will obtain a title report from a title company who can certify that these are the latest records at the county level. Consultant will provide easements and encumbrances services based on the deed (or title report) provided by the City.

Consultant will review the provided information and plot the easements contained in the deed on the base mapping described above.

Subtask 2.4 – Structural Assessment Report

- Subconsultant, Biggs Cardosa Associates (BCA), will attend a site visit with the design team and perform a structural assessment of the existing pump station structure and the existing outfall structure. The Structural assessment will be limited to visual inspections, preparation of a photo log, and documentation of evidence of structure condition and deterioration. Materials testing is not included but may be provided as an additional service. If destructive or non-destructive materials testing is deemed necessary, it will be outlined in the recommendations. BCA will prepare a Structural Assessment Report that includes recommendations for required structural upgrades or replacement of the existing structures.

Subtask 2.5 – Geotechnical Investigation

- Subconsultant, BAGG Engineers (BAGG), will conduct a geotechnical engineering investigation at the site to characterize the existing subsurface conditions and develop geotechnical criteria for design and construction of the proposed facility repair or replacement, as well as evaluate the potential for liquefaction beneath the site and subsequent consequences. BAGG will review of available geologic maps and reports pertinent to the site and the immediate vicinity, mark the planned boring location in the field, coordinate the field exploration with the City and notify Underground Service Alert (USA) at least 72 hours in advance. BAGG will drill, log and sample one (1) boring to a depth of 50 feet within the property using a portable drilling rig equipped with 8-inch-diameter hollow system and will collect geotechnical samples at 3-to-5-foot-intervals from the borings. BAGG will backfill the boring with cement grout. The drill cuttings will be placed in a steel drum and stored on site until environmental testing is completed, after which the drum will be disposed of. BAGG will perform a laboratory testing program on soil samples collected to evaluate the geotechnical engineering characteristics of the subsurface soils. Tests may include direct and/or triaxial shear tests, consolidation, Atterberg Limits, grain size analyses, moisture-density measurements, and soil corrosivity tests as judged appropriate. BAGG will perform engineering analyses on the data obtained from the above tasks and oriented toward the above purposes of the investigation. Following the testing, BAGG will prepare a geotechnical engineering report documenting the results of the investigation, presenting Consultant's opinions, conclusions, and recommendations for design of the proposed building and the related improvements. The report will include a vicinity map, a site plan, a geology map of the site vicinity, a regional fault map, a log of the boring, and laboratory tests results. The report is anticipated to address the following:

- Geologic site conditions and seismicity of the project site, including distance to the active faults in the region and probability of a major earthquake on each fault.
- Seismic design parameters for the proposed site improvements per the 2022 California Building Code and ASCE 7-161.
- Potential for liquefaction beneath the site, potential consequences and suggested remedial measures, if appropriate.
- Specific subsurface conditions discovered by the borings and/or as revealed by the review of available geotechnical/geologic information, such as expansive, loose, saturated, collapsible, or soft surface and subsurface soils that may require special mitigation measures or impose restrictions on the project, including the thickness and consistency of the existing fill soils and bay mud soils and recommended groundwater elevation to be used for design.
- Criteria for site grading, including allowable cut slopes, requirements for shoring design, placement of fills and backfills, preparation of subgrades for mat foundations and slabs-on-grade and trench backfill requirements, as well as the suitability of the on-site soils for use as fill and backfill material.
- Criteria for design of shallow spread footings and mat foundations for both static and seismic conditions, including allowable bearing pressures and subgrade modulus, design active and passive pressures, as well as seismic pressures for foundations and below grade walls, estimate of post-construction total and differential settlements for the new improvements.

Deliverables for task 2: Existing Conditions Topographic Survey (PDF), Structural Assessment (PDF), Geotechnical Report (PDF), and Plat and Legal Descriptions (PDF).

TASK 3: HYDROLOGIC AND HYDRAULIC ANALYSIS AND PHYSICAL HYDRAULIC MODELING

Subtask 3.1 – H&H Analysis

- Consultant will obtain the latest City model prepared for the latest ELLA-DMP Eastern Low-Lying Drainage Master Plan in InfoWorks ICM modeling format by the City. Consultant will revise the improved City's model with the anticipated Price Tract Storm Drain Pump Station design flows and operation. Consultant will re-run the 100-year level of service design storm. Consultant will study the results of the system and evaluate if or how the proposed pump station design impacts the system. Consultant will confirm if the existing outfall pipe has sufficient capacity to convey with 100-year storm flows without surcharging the discharge vault.

Subtask 3.2 – System Recommendations

- Consultant will prepare a memorandum (1-2 pages) documenting all findings from the H&H analysis, including how the proposed pump station improvements impact other improvements identified by the Master Plan. The memorandum will include recommendations for additional pumping capacity, storage, or pipe upgrades in proximity to the Price Tract Pump Station. The City will issue comments on the draft memorandum, and Consultant will revise the memo based on City comments and issue a revised memorandum.

Subtask 3.3 – Physical Modeling

- Consultant’s subconsultant, Clemson Engineering Hydraulics, Inc. (CEH), will prepare a physical model of the Price Tract Storm Drain Pump Station in compliance with ANSI-HI 9.8 Hydraulic Institute Intake Design (2018) standards 9.8 and 9.6.6 to evaluate the intake geometry and approach hydraulics for the geometry and approach hydraulics for the pumps. The model testing will be carried out in four phases. The actual test conditions will be determined with additional input from the pump manufacturer, design engineer, and City. CEH will prepare a project report containing methodology, procedures, conclusions, and recommendations, as well as all data and documentation acquired during the testing for each of the intakes. A draft report will be made available at the witness test. Raw video footage of the testing will be provided in DVD format. Each phase is described in the table below:

Phase	Description
Baseline tests	Baseline tests will be conducted with the preliminary intake design development under task 4. It is anticipated that 8 baseline tests will be conducted, and the data mentioned in the instrumentation and data collection section of this proposal will be collected during each test. The worst-case conditions will be determined during this phase of testing. These tests will be used to determine the nature and severity of hydraulic phenomena occurring within the pump intake structure.
Modification Tests	Modification tests will be conducted and modifications will be performed to bring the pump intake within the performance criteria. All proposed modifications would be presented to City for approval. Approximately 2 weeks have been allocated to modification testing.

	Changes will be limited to non-structural modifications such as fillets and splitters, floor cones, curtain walls, baffling, and other similar devices that will not impact the overall size and shape of the intakes.
Witness Test	Following modification testing, a one-day witness test (in-person or virtual) can be held at CEH facility to demonstrate the models with and without the proposed modifications. Preliminary modification drawings will be available at the witness test. City staff are encouraged to attend this test. Travel costs to observe the test in-person are not included.
Documentation Tests	Following the witness test, it is anticipated that up to 12 documentation tests will be conducted to document the performance of the pump intake with the recommended modifications in place. The cost of evaluating the performance of the intake with the proposed modifications is included.

Deliverables for task 3: System Recommendations Technical Memorandum (PDF), and Physical Modeling Documentation (various PDFs and Video).

TASK 4: ALTERNATIVES ANALYSIS AND BASIS OF DESIGN REPORT

Subtask 4.1 – Preliminary Pump Design

- Consultant will prepare sizing calculations to develop preliminary wet well size and depth, preliminary pump selection, and preliminary discharge vault sizing. Based on information available, Consultant anticipates that the new pump station will have a design flow rate of 140 cfs with two duty pumps operating, and up to 210 cfs with the third pump operating, and an additional 30 cfs low-flow pump that may operate in smaller storms and to draw down the wet well following larger storm events. The pumps are anticipated to be vertical-axial propeller pumps with zinc anodes. The wet well is anticipated to be a rectangular, cast-in place wet well. Consultant assumes each pump will have individual discharge connections to the discharge vault as well as an emergency gravity bypass. Within the discharge vault, Consultant anticipates each discharge pipe, and the gravity bypass will have a flap gate to prevent

backflow and a slide gate valve will isolate the structure on the downstream end. Consultant anticipates that the duty pumps will operate with a lead-lag1-lag2 pumping control strategy with the third duty pump as a backup in case either of the first two duty pumps fail or during very large storm events such as the 100-year storm. Consultant will establish anticipated footprints for the pump station wet well, discharge vault, and the control panels for use in the preliminary enclosure layout.

Subtask 4.2 – Preliminary Pump House Layout Alternatives

- Consultant will prepare two (2) pump station alternative layouts for review. Consultant will also provide two pipe network alternative layouts in proximity to the station (i.e., intake line and discharge line). Additional layouts, if required, will be provided as an additional service. Each alternative will include a preliminary layout for the proposed pump station and associated site structures. Consultant will prepare exhibits (10% drawings) using the topographic and utility maps collected from the site survey. Consultant will identify setbacks and critical equipment. The pump station is assumed to be an indoor facility protected by a fence. Consultant will assume that the gate manhole with a manually operated slide gate is required upstream of the wet well. Consultant will assume the facility will also require a new motor control center, pad-mounted transformer, lighting, gas detection panel, permanent generator and standby-generator hookups, reduced pressure backflow assembly with hose bib, a stainless-steel combination eyewash/drench hose unit and wash-down sink. Consultant anticipates that the facility will not create and/or replace 5,000 square feet or more of impervious surface, so compliance with the Provision C.3 of the Municipal Regional Permit (MRP) is not anticipated to be required, so design of stormwater best management practices (BMPs) is not included. Design of stormwater BMPs may be provided as an additional service. Consultant will review the preliminary enclosure layout with the City to obtain preliminary concurrence prior to developing the 60% drawings.

Subtask 4.3 – Preliminary Vehicle Access

- Consultant will prepare a vehicle access exhibit demonstrating easy access to the pump station from the adjacent road. Consultant will utilize AutoTURN with turning radii provided by the City. If the City does not have specific turning radii, Consultant will use typical large maintenance vehicle turning radii. Consultant will also show proposed parking locations for routine visits by Operations and Maintenance staff vehicles.

Subtask 4.4 – Surge Analysis

- Consultant will perform a surge analysis of the pump station to evaluate the discharge pipe during an unlikely surge condition to assess maximum pipe pressures. Consultant does not anticipate that surge conditions will occur, but

surge conditions may occur if a valve on the force main is closed very quickly while the pumps are running. During these conditions, the force main will experience higher pressures than normal operations. The surge analysis will assume the pumps are fixed speed for the worst-case condition, and the pump station wet well is full, i.e., the least amount of static head is required and the force main is flowing at the highest velocity possible. Consultant will evaluate surge pressures in the discharge pipe immediately downstream of the pump, where the pressures in the force main are the highest. Consultant will prepare a technical memorandum documenting the analysis. The City will issue comments on the draft memorandum. Consultant will address City comments and prepare a final memorandum. Comments on the final memorandum are not anticipated; addressing comments on the final memorandum is not included.

Subtask 4.5 – Noise Analysis

- Consultant will conduct a noise analysis of the pump station and associate equipment to confirm if the proposed improvements satisfy City requirements for decibel levels at the pump station facility's fence line. Consultant will prepare a technical memorandum documenting the analysis. The City will issue comments on the draft memorandum. Comments on the final memorandum are not anticipated; addressing comments on the final memorandum is not included.

Subtask 4.6 – Alternatives Analysis and Basis of Design Report

- Consultant will prepare an Alternative Analysis and Basis of Design Report (BOD) to document the alternatives and the engineering analyses performed during this task. Consultant will include descriptions of the proposed equipment and systems. The report will include preliminary sizing calculations, system curves, and a map of the station location. The pump station rendering, if prepared, surge analysis, memorandum, noise analysis memorandum, alternative layout, and the Vehicle Access Exhibits are anticipated to be included as appendices. Consultant will include documentation that the BOD has been reviewed by the Design Lead Engineer. Consultant will submit a draft report to the City for comment. Consultant will address City comments and prepare a final BOD. Comments on the final BOD are not anticipated, and addressing comments on the final BOD is not included.
 - The preliminary discharge vault sizing will account for anticipated Sea Level Rise (SLR) and design water level information in Redwood Creek that are provided by others. The City will provide Consultant with what SLR assumption is desired and what water level Consultant should assume in Redwood Creek during the 100-year design storm.

Subtask 4.7 – Submittals and Plan Reviews

- Consultant will prepare and submit the Basis of Design Report (BOD) to the City.
- City will review the submittal and issue comments and markups.
- Consultant will prepare a comment checklist that includes preliminary responses and proposed revisions to address each comment.

- Consultant will schedule and conduct a City Meeting, as described and budgeted under Task 1.
- City staff will review the comment checklist and confirm proposed revisions are acceptable.
- Consultant will revise and resubmit the BOD to the City.

Deliverables for task 4: Pump Station Layout Alternatives (PDF), Vehicle Access Exhibits (PDF), Surge Analysis Memorandum (PDF), Noise Analysis Memorandum (PDF), and Basis of Design Report - BOD (PDF).

TASK 5: ENVIRONMENTAL AND PERMITTING

Subtask 5.1 – Permit Technical Memorandum

- Consultant's environmental and CEQA subconsultant, MIG, will investigate whether the project could be approved with a Categorical Exemption (CE) under Section 15301(b) Existing Facilities, or Section 15302(c) Replacement or Reconstruction, of the CEQA Guidelines. If it is determined that the project could potentially qualify under either of these categories, Consultant will determine whether the project would trigger any of the exceptions to the use of a CE, as specified in (Section 15300.2) of the Guidelines. If any of the exception criteria would be applicable, then the project would not qualify for a CE.
- If the project was not found to be eligible to use a CE to provide the necessary CEQA clearance, MIG will review the applicable provisions of the CEQA Guidelines for preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) and verify that one of these two types of documents would be required. Consultant and subconsultant will prepare a technical memorandum for City review that documents their research and findings, based on the project plans provided and their knowledge of the CEQA Guidelines, and presents clear findings of the project's eligibility for either a CE or an Initial Study/ND/MND and includes their recommendations for selection of the proper document. In addition, the memorandum will include an assessment of any required regulatory agency permits, their application procedures and estimated processing times, and mitigation requirements. It is anticipated that the agencies involved will be California Department of Fish and Wildlife, SF Bay Regional Water Quality Control Board, and U.S. Army Corps of Engineers. The subconsultant, MIG, is prepared to prepare the required CEQA documentation, described above, as well as assist the City with agency permitting, as an additional service once the specific requirements are

determined. Optional Task #9 includes further information for this additional service once the specific requirements are determined.

Deliverables for task 5: a memorandum that will show findings based on the project plans and knowledge of the CEQA Guidelines (PDF).

TASK 6: 60% INITIAL DESIGN SUBMITTAL

Subtask 6.1 – Pump Design Refinement

- Consultant will refine the preliminary pump sizing calculations prepared under Task 4. Consultant will verify wet well size, pump selection, and pipe sizing. Consultant will refine footprints for the pump station wet well, discharge vault, and electrical panels based on input from the structural and electrical engineer and confirm alignments for proposed utilities.

Subtask 6.2 – Structural Engineering

- Consultant subconsultant BCA will review the geotechnical recommendations and prepare draft structural calculations for proposed structural elements. A draft set of structural calculations will be included with the 60% submittal.

Subtask 6.3 – Drawings

- consultant and subconsultants will prepare construction drawings to the 60% level of completion following City concurrence of the preferred alternative selected from the BOD. The plans will include pump station plan and profiles, major mechanical and electrical equipment, electrical and operation diagrams, and civil, structural, and electrical details. This project will include the following plans:

- Civil Cover Sheet
- Notes and Legend
- Existing Conditions

- Access and Staging Plan
- Demolition/Utility Relocation Plan
- Site Plan
- Surface Improvement Plan
- Grading and Drainage Plan

- Utility Plan and Profiles
- Pump Station Details
- Pump Station Operation Diagrams
- Civil and Mechanical Details

- Structural Project Data and General Notes

- Pump Station Foundation Plan
- Pump Station Roof Plan
- Wet Well Foundation Plan
- Wet Well Interior Platforms Plans and Details
- Wet Well Roof Slab Plan

- Wet Well Cross Sections
- Typical Concrete Details
- Pump Station Roof Framing Sections and Details
- Pump Station Masonry Details
- Pump Station Masonry Wall Elevations

- Wet Well Sections and Details
- Slide Gate Manhole Details
- Generator Housing Plan, Elevations and Details
- Miscellaneous Details
- Electrical Legend and Abbreviation

- Electrical Site Plan
- Single-line Diagram
- Pump Control Schematic Diagrams
- Auxiliary Equipment Schematic Diagrams
- Lighting and Power Plans

- SCADA PLC Wiring Diagrams
- Cable and Conduit Schedule, Panelboard, and Light Fixture Schedules
- Electrical Gear Elevation Details and Grounding Plans
- Electrical Details
- Instrumentation and Control Legend and Notes

- SCADA Communication Diagram, Elevation Control Set Points

Subtask 6.4 – Engineer’s Estimate

- Consultant will prepare calculations and quantity estimates to develop a bid schedule for the project. The bid schedule will include earthwork quantities, material quantities, and all other anticipated bid items associated with construction of the proposed improvements such as mobilization and dewatering.
- Consultant will utilize cost data from similar projects and information from local vendors to estimate probable construction costs.

- Consultant will include an estimate of operation and maintenance costs on an annual basis that can be used for long term capital planning. Consultant anticipates a 20% contingency will be included.

Subtask 6.5 – Specifications

- Consultant will prepare draft technical specifications in CSI format for elements included in their scope of work. All front-end specifications will be provided by the City.
- Specifications will include a table of contents and specification sections for major equipment, including pumps, valves, gates, motors, VFDs, and auxiliary equipment.

Subtask 6.6 – Submittals & Plan Reviews

- Consultant will prepare a 60% Initial Design submittal for City review. The submittal package will include the following information: 60% Plans, 60% Specifications, 60% Engineer's Estimate, and Draft Structural Calculations.
- The 60% submittal will be used for CEQA letter and for the scale model developed for the Physical Modeling task. City staff will have an opportunity to review the 60% Initial Design Submittal and provide feedback prior to the submittal being formalized. One round of review is allocated in the current budget. City feedback will consist of the following tasks:
 - Consultant will submit the 60% Initial Design submittal to the City.
 - City will review the documents and issue comments within the 4-week review period.
 - Consultant's team will prepare a comment checklist that includes preliminary responses and proposed revisions to address each comment. Consultant team will identify comments not critical to CEQA or the Physical Modeling that will be revised as part of the 90% Semi-Final Design Submittal.
 - Consultant will schedule and conduct a City Meeting, as described and budgeted under Task 1.
 - City staff will review the comment checklist and confirm proposed revisions are acceptable.
 - Consultant's team will revise and resubmit the 60% Initial Design Submittal.

Deliverables for task 6: Electronic copy 60% Plans (24"x36" size), Electronic copy of 60% Specifications (Word and PDF), Electronic copy of 60% Engineer's Estimate (PDF), Electronic copy of Draft Structural Calculations (PDF), and Electronic copy of 60% Comment Checklist (PDF).

TASK 7: 90% SEMI-FINAL DESIGN SUBMITTAL

Subtask 7.1 – Draft SCADA Strategy and Programming Report

- The subconsultant, DTN Engineers, Inc, will fine tune the new pump station's SCADA design. DTN will prepare a draft SCADA Strategy and Programming Report for City review. The report will describe the SCADA strategy and control logic for the pump station. Programming of the SCADA/PLC may be provided as an optional service, refer to optional task 6.

Subtask 7.2 – 90% Construction Documents

- Consultant team will progress the 60% Initial Design Documents to the 90% level. Consultant will revise and update the BOD report based on the latest design information. Detailed technical design information will be included.
- Consultant will formalize the structural calculations. Consultant will make revisions to address remaining comments from the 60% Initial Design submittal.
- Consultant will update the Engineer's Estimate of Probable Construction Costs to reflect the construction level design. The Engineer's estimate will include a 15% contingency.
- Consultant will refine the technical specifications.
- The geotechnical subconsultant will perform a review of the 90% construction documents and issue a letter confirming that the design complies with the geotechnical recommendations.

Subtask 7.3 – 90% Submittal & Plan Review

- Consultant will prepare the 90% Semi-Final Design Submittal for the City to review and FEMA review.
- An assigned representative at the City will circulate the 90% submittal to all applicable departments, such as Building Inspection, Engineering and Construction, Planning and Housing, the Fire Department, CalOES-grant administrator, and FEMA, etc. Consultant anticipates FEMA comments that are issued, if any, will not result in significant changes on the pump station consisting of electrical, structural, geotechnical, mechanical components and site layout, significant re-drafting of plans or re-writing of the specifications.
- The 90% submittal and plan review process will include the following tasks:
 - Consultant will submit the 90% Semi-Final Design submittal to the City.
 - City will review the documents and issue comments within the 4-week period assigned in the schedule.
 - FEMA will review the documents and issue comments.

- Consultant and their team will prepare a comment checklist that includes preliminary responses and proposed revisions to address each comment that will be completed as part of the 100% Final Design submittal.
- Consultant will schedule and conduct a City Meeting as described and budgeted under Task 1.
- City staff will review the comment checklist and confirm proposed revisions are acceptable.

Deliverables for task 7: Electronic copy of 90% Plans (24"x36" size), Electronic copy of 90% Specifications (Word and PDF), Electronic copy of 90% Engineer's Estimate (PDF), Electronic copy of Structural Calculations (PDF), Electronic copy of 60% Comment checklist with responses (PDF), Electronic copy of Revised BOD (PDF), and 90% Submittal Comment Checklist (PDF).

TASK 8: 100% FINAL DESIGN SUBMITTAL

Subtask 8.1 – SCADA Strategy and Programming Report

- The subconsultant, DTN Engineers, Inc., will revise the SCADA Strategy and Programming Report based on feedback from the City. DTN will coordinate Contractor's testing requirements of the SCADA/PLC program with the City. SCADA/PLC programming may be provided as an optional service.

Subtask 8.2 – 100% Construction Documents

- Consultant's team will progress the 90% Semi-Final Design Documents to the 100% level. Consultant and team will once again refine the BOD prepared under Task 4 and updated under Task 7. There are no anticipated updates to the structural calculations for this submittal. Consultant and team will revise the documents to address comments from the 90% Submittal.

Subtask 8.3 – Submittals and Plan Reviews

- Consultant will prepare the 100% Final Design Submittal to the City. The City will circulate the 100% submittal to all applicable departments such as Building Inspection, Engineering & Construction, Planning & Housing, the Fire Department, etc. The 100 submittal and plan review process will include the following tasks:
 - City will review the 100% submittal documents and confirm all comments have been addressed and there are no new comments. The schedule has allocated a 4-week review period for this task.

- Following confirmation from the City, Consultant will issue three final set of stamped and signed construction documents that the City may use for bidding and construction.

Deliverables for task 7: Electronic copy of 100% Plans (24"x36" size), Electronic copy of 100% Specifications (Word and PDF), Electronic copy of 100% Engineer's Estimate (PDF), Electronic copy of Structural Calculations (PDF), Electronic copy of 90% Comment checklist with responses (PDF), Electronic copy of Revised BOD (PDF), and Stamped and Signed Construction Documents – Plans, Specifications, and Estimate (PDF).

TASK 9: BID SUPPORT AND CONSTRUCTION SERVICES

Subtask 9.1 – Bidding Phase Assistance

- Consultant will provide assistance during the bidding phase by providing answers to potential contractor's questions and provide an informed bid package. The following activities are included in this task:
 - Attend a pre-bid meeting.
 - Review bids received.
 - Respond to bidder's Requests for Information (RFI's)
 - Prepare one addendum.

Subtask 9.2 – Construction Phase Assistance

- Once the City has selected a contractor ("Contractor") to perform the work, Consultant will continue to assist by helping the Contractor to solve problems and answer questions that arise during construction activities. This task includes the following activities from Consultant:
 - Consultant to attend the pre-construction meeting.
 - Consultant to review and respond up to twenty (20) RFIs.
 - Consultant to review and respond up to sixty (60) Contractor submittals.
 - Consultant to review and respond up to four (4) Contractor change orders.
 - Consultant to attend up to twelve (12) periodic construction progress meetings.
 - Consultant to attend up to two (2) observation visits for field staff.
 - Geotechnical subconsultant BAGG to attend up to four (4) observation visits for field staff.
 - Consultant to participate in the final inspections and development of punch lists.
 - Consultant to prepare Record Drawings based upon red lines provided by the Contractor and field reviews.

Subtask 9.3 – Grant Assistance

- In addition to managing FEMA Grant, Consultant will prospect for additional funding opportunities as gaps in funding are discovered during the planning and implementation of the project. For this task, two (2) hours per month for a twelve (12) month period. Additional grant prospection may be provided as an additional service.

TASK 10: REIMBURSABLE EXPENSES, MARKED AS OTHER DIRECT COSTS:

Subtask 10.1 – Reimbursable Expenses

- A limited budget reimbursable expenses or other direct costs that occur over the course of the project. Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots. Reimbursable expenses will be billed on a cost plus 5-percent markup basis.

SCOPE ASSUMPTIONS

GENERAL ASSUMPTIONS

- This scope assumes that the existing pump station will be replaced, and the improvements will not extend to the outfall structure. In addition, Consultant assumes that the existing outfall will have sufficient capacity for the 100-year storm and be structurally sound, so it will not require replacement. Based on these assumptions, regulatory permits are not anticipated. If outfall replacement is needed based on the structural assessment, optional task 12 will cover this scope of work.
- This scope assumes that Consultant will follow a streamlined City review process facilitated by the City. Consultant will assume that all submittals will be issued to a single point of contact at the City, determined during the project kickoff. All submittals will be distributed by the point of contact to all relevant City departments. Consultant will anticipate that all markups, comments, etc. will be issued to that point of contact and then provided by Consultant.
- At the completion of the 60% initial design phase the site plan is final and only minor alterations will be made. Any significant changes following that submittal may necessitate additional fees.
- Startup and testing are assumed to be the responsibility of the Contractor.
- Consultant will assume that the existing outfall will be sufficient for the 100-year design storm flows and repair, or replacement of the existing outfall is not required. If this is to be required based on the structural assessment, then optional task 12 will cover this scope of work.

GEOTECHNICAL SCOPE

- If the consistency of the subsurface materials encountered at the project location should dictate deeper borings, or in the event drilling duration is greater than that outlined in the fee matrix due to unforeseen site conditions, or if additional geotechnical laboratory testing and engineering is required, Consultant will provide those services as an additional service.
- Special provisions to deal with or handle contaminated drill cuttings or groundwater, or the need for personal protective gear pertinent to unknown site contaminants other than Level D equipment (safety boots, hard hat, gloves, & goggles) are not included.
- Consultant assumes work will be completed during normal business hours.
- The fee by the license waste hauler for the disposal of the drill cuttings assumes the soil is clean from an environmental standpoint.
- This scope assumes that soil conditions encountered during construction are similar to those anticipated during the design phase. Should the situ conditions be different that anticipated, additional geotechnical services during construction may be required.
- The location of the additional boring, if required, is assumed to be accessible. Coordination with private land owners to facilitate that boring and obtaining special permissions is not included. If coordination with private land owners is needed for access or for the boring itself, Consultant can provide that as an additional service.

STRUCTURAL SCOPE

- The design of structures shall be based on the latest version of the California Building Code (CBC).
- Construction inspection services are assumed to be provided by others but may be provided as an additional service.
- Specifications are assumed to be prepared using CSI Standards.
- The Contractor is responsible for the design and construction of all required formwork and showing for the new and existing structures.
- Consultant assumes each shop drawing will require a maximum of one resubmittal after review of the original shop drawing. Additional reviews of shop drawings, if required, will be considered as an additional service.
- Changes requested by the City or Contractor to the permit set of plans to facilitate construction for the convenience of the Contractor or as a cost savings measure for the Contractor is not included.

HVAC SCOPE

- The new pump station building is assumed not to require water proofing. However, the wet well will be lined to prevent groundwater inflow. Consultant's in-house architect to provide language for the Contractor to follow industry

standards for watertight penetrations through the building as part of the scope of work of this project.

- Changes to the MEP design related to change orders initiated by others, supply chain issues, ASIs, and/or value engineering are not included.
- Life cycle cost analysis for mechanical/electrical systems is not included.
- Energy modeling for utility incentives is not included.
- Shop drawings, fabrication drawings, and construction coordination drawings are assumed to be provided by the Contractor and are not included.
- Radon system design is not included.
- Acoustical analysis, design of noise attenuation requirements, and special vibration isolation requirements for HVAC mechanical systems are not included.

ELECTRICAL SCOPE

- The pump station shall be improved for full compliance with latest NFPA 820, local and state regulations.
- Standby generator to replace existing generator is included in the contract. Its permit application is included in the scope of work assuming make and model of the genset is selected, and reviewed, approved by the City, and ordered by the Contractor early during construction phase to avoid delays.
- SCADA PLC, wireless communication, and associated accessories shall follow Redwood City Standards.
- PG&E Service Upgrade Application and coordination with PG&E are included in the scope of work. Underground service conversion is intended and included in the scope of work.
- If requested by the City, P&ID drawings to be delivered per optional task 13.
- California Title 24 lighting calculations are not included in the scope of work.
- PLC/SCADA programming and startup assistance is assumed to be provided by the Contractor, but may be provided as an additional service.
- New MCC for the pump station will include VFDs for the pumps.
- New SCADA/PLC using models as per the City's Standards.
- Wireless SCADA communication will be implemented with coordination with the City SCADA consultant, i.e., EDCCO Group in San Carlos CA.

OPTIONAL TASKS

The below optional tasks will not be used unless the City issues an authorization to proceed. All activities to be performed as explicitly authorized by the City.

Optional Task 1 – BOUNDARY SURVEY / RECORD OF SURVEY

- Consultant will perform a Boundary Survey and prepare a Boundary Analysis for the project. The proposed fieldwork services will encompass a

detailed assessment and analysis of the boundary lines. While performing the field work associated with the topography, Consultant will conduct field research for primary monumentation to establish boundary resolution. Once the research and reconnaissance has been completed, Consultant will perform a boundary determination, which includes an analysis of the assembled evidence with respect to its relationship to the title and other documentary evidence. The requirement for a Record of Survey is not known but is assumed to be required. However, Consultant assumes that either sufficient existing monumentation is not recovered, a material discrepancy is discovered, or any other provisions requiring a Record of Survey as stated in Section 8762 of the Professional Land Surveyors Act of the State of California are encountered. Consultant will prepare a Record of Survey to fulfill their legal and professional obligation. Consultant proposes a Time and Materials (T&M) clause to accommodate any additional efforts, time, or resources that may be required based on the initial findings. This clause ensures that the scope and cost of the services provided by Consultant remain aligned with the actual requirements, providing transparency and fairness to the City and the Consultant.

Optional Task 5 – GREEN INFRASTRUCTURE DESIGN

- *Conceptual BMP Layout*
 - Concurrent with Task 4 described, Consultant and sub-consultant, Callander Associates Landscape Architecture, Inc. (CALA), will perform conceptual stormwater treatment Best Management Practices (BMP) sizing calculations and develop a preliminary BMP layout for each pump station alternative to satisfy Provision C.3 of the Municipal Regional Permit (MRP). Given the location and size of the stormwater treatment area is not yet defined, this proposal assumes that one contiguous, lined bioretention planter BMP will be utilized to treat stormwater runoff from the site and the BMP will be in the immediate vicinity of the improvements. Off-site treatment is not anticipated. The BMP will be fed by gravity flow alone and stormwater treatment will not require pumping. Consultant and subconsultant do not anticipate structural engineering will be required for the edge condition, and hydromodification controls are not anticipated to be required. Consultant and subconsultant will prepare narrative text to be included in the Alternatives Analysis and Basis of Design Report (BOD) that documents the BMP sizing calculations and preliminary layout.
 - 60% BMP Design: Consultant and CALA will refine the stormwater treatment BMP sizing calculations and progress the BMP design to the 60% level of completion. Consultant and CALA will add BMP-related information to the plans, specifications and cost estimates that are described under Task 6. Anticipated elements include the BMP soil layers, underdrain, cleanout, overflow structure, liner attachments, edge condition, irrigation point of connection, irrigation equipment palette and

plant palette. In addition, Consultant and subconsultant will prepare a Stormwater Management Plan (SMP) exhibit identifying the drainage management area and the proposed BMP location and will complete the County's C.3 and C.6 Development Review Checklist. Consultant will incorporate the 60% BMP design into the 60% Initial Design Submittal for the City, provide responses to City comments, and revise and resubmit the 60% Initial Design submittal as described under Task 6.

- 90% BMP Design: Consultant and CALA will progress the 60% BMP Design to the 90% level. Consultant and subconsultant will formalize all BMP sizing calculations. Consultant will refine the plans, specifications and cost estimate, and formalize the County's C.3 and C.6 Development Review Checklist. Consultant will incorporate the 90% BMP design documents into the 90% Semi-Final Design Submittal for the City and respond to comments as described under Task 7.

- 100% BMP Design: Consultant and subconsultant, CALA, will progress the 90% BMP Design to the 100% level. Consultant will incorporate the 100% BMP design documents into the 100% Final Design Submittal to the City.

- BMP Construction: Consultant and subconsultant, CALA, will be available during the bidding phase and construction phase as described under Task 9 to assist with BMP-related items. Budget has been included to respond to bidder questions and RFIs during bidding phase, prepare addenda as warranted, and assist the design team in responding to construction RFIs and submittals.

Optional Task 6 – PLC/SCADA PROGRAMMING

- Subconsultant, DTN, will provide PLC/SCADA programming and provide startup assistance during construction. DTN will be assisted by EDCCO Group, who will serve as a subcontractor to DTN. SCADA/PLC/OIT programming standards will follow the City's standards established by the EDCCO Group. PLC hardware is to be the responsibility of others, and all hardware will be furnished by others. A factory test is included and assumes the PLC hardware is readily available from others for the test. The factory test may be witnessed by the City. Field startup assistance includes two days from EDCCO working with the Contractor in the field. Operational testing and alarm tests, etc. will also be performed by EDCCO Group with DTN's involvement as a coordinator / facilitator. The System SCADA/PLC programming documentation shall be per current standard practice and consistent with previous projects EDCCO Group has completed with the City.

Optional Task 8: ADDITIONAL BORING

- If the condition assessment of the existing outfall or the hydraulic modeling of the outfall pipe shows that the outfall requires replacement, then an additional boring is required near the outfall location. For this optional task,

BAGG will perform an additional boring closer to the outfall. Consultant assumes that the boring will not be performed on the creek or jurisdictional area.

Optional Task 9: CEQA/NEPA & PERMITTING

- As an optional task, Consultant will perform the following CEQA, NEPA and Permitting tasks that will likely be required if the outfall of the project is impacted. The specifics of this scope will depend on the actual project improvements, so this scope is intended to be refined prior to starting any of the work described in this optional task. The following materials will be available prior to starting this task:
 - Approximately 30% design drawings on which to base the CEQA analysis and modeling, including necessary technical information to support the analysis of all CEQA and NEPA topics. Basing the CEQA project description on 30% approved design drawings ensures the CEQA and NEPA documents will be based on a stable project that won't change substantially.
 - Project narrative explaining the project features, proposed construction activities and equipment as well as a summary of construction phasing and duration: to be prepared by Consultant and subconsultant.
 - Geotechnical Report: to be performed and prepared by consultant and subconsultant.
 - Phase I/II Environmental Site Assessment: to be performed and prepared by consultant and subconsultant.
- The scope of work described in this optional task is based on the following assumptions:
 - Project Changes: The work scope does not cover new or revised analysis needed to address substantial changes to project design or variables made during design development after the start of work, such as changes in the project footprint/ limits of disturbance, construction methods, etc.
 - Air Quality and Noise Modeling. The budget does not include air quality modeling or ambient noise modeling.
 - AB 52 Tribal Consultation. This work scope does not include tribal consultation under AB 52; however, if necessary, Basin can assist the City with this process, under a supplemental scope and budget.
 - Administrative Drafts. The cost estimate assumes there will be only one round of administrative review of each of the work products prior to finalization of the documentation. If more administrative drafts are required, the cost of additional consultants' time and materials will be

subject to additional compensation and an amendment to the scope of work.

- **Response to Comments.** MIG anticipates minimal public comments on the IS/MND and EA/FONSI project. This scope of work includes up to 16 hours of labor to catalog and respond to comments received during the public comment period. If the number of actual comment letters received or the comments require additional new analysis, Consultant would alert the City and request additional budget to respond.
- **Meetings and Hearings.** The number of proposed meetings and hearings are identified in Tasks 2 of this Scope of Work. Attendance at additional meetings or hearings would be considered additional services. City staff will be responsible for all meeting logistics and notices.
- **Hours.** This scope of work limits Consultant's level of effort to the hours identified and that any technical analyses not specifically described in the scope is not covered.
- **CEQA Public Noticing Requirements.** MIG will prepare and send filings to the State Clearinghouse as noted in the scope of work. The City shall be responsible for all other public noticing including but not limited to direct mailings to interested parties and neighbors, publication of notices in a newspaper of general circulation, and filing CEQA notices (NOI and NOD) with the County Clerk's office.
- **Schedule Delays.** The budget reflects the anticipated CEQA/NEPA schedule. Should the project experience extended delays, or starts and stops of work, the City will be notified by Consultant to request additional budget to account for the extended schedule.
- **Project Initiation and Kick-off Meeting/Site Visit:**
 - Within one week of the start of work, MIG will provide the City/Engineering team with a data request for any background materials and data needed for the preparation of the Initial Study. MIG would review available background materials (i.e., previous environmental documentation and conceptual approaches to design and construction) and ask questions of City/Engineering team staff to gain a complete understanding of the proposed project activities. Consultant will coordinate directly with City staff on expectations and City practices regarding the CEQA/NEPA process.
 - This budget includes participation in a conference call project kick-off meeting and conducting a site visit to document existing site conditions.
 - Task deliverable: data request (electronic only) submitted within one week of Notice to Proceed.
 - IS/MND

- *Administrative Draft IS/MND:* MIG will prepare an Initial Study that complies with the requirements of CEQA, and which documents the project's potential environmental impacts to support the preparation of an MND. The IS/EA impact analysis will be conducted according to current CEQA Guidelines, NEPA requirements and case law. MIG will use the Initial Study Checklist contained in CEQA Guidelines Appendix G. The analysis will be based on the Project Description prepared in Task 2 and supported with maps, photos, figures, and tables of relevant information. Mitigation measures will be recommended as needed to reduce environmental impacts to less than significant levels. All Initial Study Checklist questions will be answered completely. Each area of impact analysis will contain a brief environmental setting and regulatory setting, as appropriate, and answers to the Checklist questions. More in-depth analysis will be provided for Air Quality, Biological Resources, Cultural Resources, Energy, Greenhouse Gas and Noise impacts, as described as follows.

- *Air Quality, Energy, and Greenhouse Gases.* Potential air quality, energy, and greenhouse gas (GHG) impacts associated with the project would be limited to short-term emissions from construction activities; no substantial changes to the existing air quality, energy, and GHG environments are anticipated to occur with project operation. MIG will estimate the project's potential construction emissions using the California Emissions Estimator Model (CalEEMod) and project-specific information provided by the Project team (e.g., construction schedule, phasing, equipment use, etc.). Where project-specific information is not available, MIG would rely on default assumptions contained within the emissions estimator model. The air quality, energy, and GHG emissions impact analyses would be prepared consistent with Appendix G of the CEQA Guidelines and the latest recommendations and guidance from the Bay Area Air Quality Management District. MIG anticipates the project would not result in a significant air quality, energy, or GHG impact. *Biological Resources Evaluation.* The biological resources evaluation will include a review of available background materials, a site visit, and a biological resources report. A MIG biologist will review current background information such as the California Natural Diversity Database, California Native Plant Society's Rare Plant Inventory, the National Wetlands Inventory, Essential Fish Habitat, and other relevant materials to provide current information regarding sensitive resources in the site vicinity. A MIG biologist will visit the site to document vegetation and wildlife habitat present and evaluate the potential for special-status species and sensitive habitats to occur in or adjacent to the work area. Consultant will synthesize the results of Consultant's site visit and review of background information into the biological resources report. The report will include:

- A summary of the project;

- The regulatory setting (laws or local ordinances that might apply to the project's effects on biological resources);
- Existing biological conditions (including existing habitats, potential for occurrence of special-status plants and animals, any potentially jurisdictional or sensitive habitats, and any other biological resources that might be of concern);
- A description of the methods used to perform the biological resources evaluation;
- An analysis of biological resources impacts as defined by the CEQA checklist; and
- Mitigation measures as needed to avoid significant impacts to biological resources.

The biological resources report will be utilized to complete to the biological resources section of the IS/MND, and to support permit applications from resource agencies with jurisdiction over the project as needed.

- *Cultural Resources.* MIG is teaming with Basin Research Associates to prepare a focused Historic Properties Survey Report/Finding of Effect Report (HPSR/FOE) to satisfy both federal and state requirements. The completion of an HPSR/FOE document will allow the project proponent to partially satisfy the regulations of the USACE for implementing Section 106 of the NHPA of 1966 as amended (54 U.S.C. § 306108). Section 106 studies provide the information necessary to satisfy the legal requirements for environmental documents or categorical exclusions under NEPA. Further information on Basin's scope of work are detailed below (see Task 5. Cultural Resources Due Diligence).
- *Noise.* The project might include a roof-mounted emergency generator and is directly adjacent to residential land uses (Township Apartments). MIG anticipates temporary construction activities would occur in accordance with Redwood City code requirements pertaining to noise levels, allowable construction hours, etc. (City Code Chapter 24, Division 3, Noise). MIG's analysis would focus on how the new stormwater pump station, including roof-mounted generator, would meet applicable standards, which would be confirmed with the City. MIG's scope of work includes ambient noise monitoring to assist with the identification of appropriate noise standards and potential noise control requirements that may be needed to meet City standards.
- Task deliverables: administrative Draft IS/EA, Attendance at Interagency Meeting, Biological Resources Report (optional federal Biological Assessment, if required), Focused Historic Properties Survey Report/Finding of Effect Report (HPSR/FOE).
- Public Draft IS/MND/EA/FONSI: MIG will respond to one round of consolidated comments on the IS/EA and then produce a screen check version

for City/Engineering team review and approval before publication. MIG will then finalize the document (Public Draft IS/MND/EA/FONSI) for circulation. The subconsultant will provide an electronic (print-ready) version so the City can make hard copies of the document as necessary for public review or post to their website. MIG will prepare the Notice of Intent (NOI) to adopt the IS that the City can use to fulfill the public noticing requirements of CEQA Guidelines Section 15072. MIG will provide text that the City can use to provide public noticing consistent with CEQA and NEPA requirements (e.g., newspaper publication, direct mailers, and/or posting of notice on and off site, etc.). Distribution of the public notice and availability of the document for public review will be the responsibility of the City as lead agency. The scope of work assumes the City will file the NOI with the County Clerk. The public review period is 30 days. MIG will prepare the Notice of Completion (NOC) which can be submitted by the City along with the electronic version of the IS/MND for the State Clearinghouse state agency review. The budget includes staff time to prepare and electronically submit the files to the State Clearinghouse. Consultant will assume that the City is already registered with the State Clearinghouse to submit files electronically and that the City will grant MIG staff upload authorization to transmit the files.

- Task Deliverables: Screen Check IS/MND/EA/FONSI (electronic PDF), Public Draft IS/MND/EA/FONSI (electronic PDF), Notices including NOI, NOC (electronic).
- NEPA Analysis: the subconsultant will prepare an EA specific to NEPA and the guidelines provided by the Council on Environmental Quality (CEQ). The impact analysis will identify all potential environmental impacts and the conditions that would change as a result of the project; analyze and evaluate all impacts to determine the significance of their effects on the human environment; recommend and analyze feasible ways in which the project could be modified in order to eliminate or minimize adverse environmental impacts; examine alternatives to the project itself; and complete all environmental review requirements necessary for the project's compliance with applicable authorities. This proposal assumes the EA will result in a Finding of No Significant Impact (FONSI), indicating that the project is not an action that will result in a significant impact on the quality of the human environment.
 - Analysis specific to the EA will include:
 - Responses to Statutes, Executive Orders, and Regulations listed at 24 CFR §58.5 and §58.6
 - Responses to Environmental Assessment Factors pursuant to 24 CFR §58.40
 - The biological resources technical memorandum will be forwarded to the United States Fish and Wildlife Service for review and approval, if necessary due to the presence of sensitive species and/or habitat.

- Air impact analysis (Clean Air Act, as amended, particularly section 176(c) & (d); 40 CFR Parts 6, 51, 93)
- Section 106 Consultation and noticing (National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800)
- Environmental Justice (Executive Order 12898)
- Socioeconomic and community factors
- Analysis of alternatives
- Preparation of required public notices

MIG will utilize industry standard screening and analytical techniques to determine the extent of the effects of the project on the human environment that may result from the project and applicable mitigation, where necessary. The information provided in the EA will be submitted to USACE for review, approval, and use in completing the environmental review process pursuant to 24 CFR 50. Based on the scope of the project, preparation of an Environmental Impact Statement (EIS) is not anticipated for this project. Should it be determined through unforeseen circumstances that an EIS is needed, the scope of work, budget, and schedule contained herein will need to be revisited and revised.

Task deliverables: EA, EAFONSI, NOI to Request Release of Funds.

- Project Management: The MIG Senior Project Manager will be the point of contact with Consultant and the City and will keep Consultant and the City apprised of project progress. If issues arise that will affect the schedule or budget, the Senior Project Manager will immediately inform Consultant and discuss the best approach to resolving issues. MIG has allocated budget for client communication and staff coordination to ensure Consultant can communicate clearly and effectively. Additionally, this budget covers implementing Consultant's quality control review process and administrative time for contracting.
- *Cultural Resources Due Diligence*. BASIN will: (1) develop an Area of Potential Effects(APE) map to meet USACE requirements; (2) request an archival records search of a 0.25 mile radius of the project alignment to be completed by the California Historical Resources Information System, Northwest Information Center (CHRIS/NWIC) to determine the presence of any previously recorded cultural resources within the proposed work area; (3) request a review of the Sacred Lands Inventory (SLF) from the Native American Heritage Commission (NAHC) to determine if any potential resources of interest to the Native American community are present; (4) conduct Native American outreach to parties listed by the NAHC; and, (5) undertake a field review of the project area. BASIN has included a field review to check for cultural resources as the USACE requires a physical inventory of properties that have not been reviewed and/or a site conditions update. BASIN is very familiar with the

general area having conducted a number of archaeological projects over the past 30 years. Based on its knowledge of the area, it is anticipated that the research will support a Finding of No Effect (FOE) as Consultant is not aware of any recorded cultural resources and/or tribal resource within or adjacent to the project site. The results will be prepared in a focused HPSR/FOE that will provide: (1) a description of the project and proposed improvements; (2) information from the records search as well as review of archival records on file with BASIN; (3) results of Native American outreach; (4) results of a field inventory; (5) findings; and, (6) an assessment of the project's potential effect on any cultural properties and recommendations. Appropriate graphics will be appended. The focused HPSR/FOE will not include summary context statements on the prehistory and history unless the research determines that these may be helpful in developing potential effects. BASIN anticipates one round of review.

- *Schedule.* The HPSR/FOE may require 8-12+ weeks to complete from a Notice to Proceed. The NAHC usually responds to an SLF inquiry within 4-6 weeks and an additional 2-3 weeks are required for responses from an individual tribes and Native Americans. BASIN estimates that a regular search from the CHRIS/NWIC may require 4+ weeks due to their reduced schedule. The proposed schedule anticipates that the proponent can provide access to the project site for review, a detailed project description, electronic copies of maps and figures that can be used to complete the report and used to illustrate potential project impacts. copies of maps and figures that can be used to complete the Memo and used to illustrate potential project impacts. Task Deliverable: Focused HPSR/FOE.
- Resource Agency Permits: The project is located on Redwood Creek near its confluence with San Francisco Bay, where the creek is tidally influenced. Portions of the project that require discharge into the creek (such as a new outfall) may be subject to permits from the U.S. Army Corps of Engineers (USACE; in consultation with NOAA Marine Fisheries Service), the Regional Water Quality Control Board (RWQCB), and the Bay Conservation and Development Commission (BCDC). Because it is in tidal waters it does not require a permit from the California Department of Fish and Wildlife. MIG will request copies of permits for the existing pump station outfall from the Consultant and/or the City. Consultant will assume that the project does not require any authorization from the State Lands Commission. MIG will make a preliminary determination of agency jurisdiction when preparing the biological resources report, and Consultant will confer with Consultant's engineers during project design to identify possible ways to avoid or minimize the number of permits required and the amount of mitigation, if any is expected to be required by the agencies. The first step with the agencies is usually to request an Interagency Meeting with the USACE, RWQCB, and BCDC to verify which permits are required for the project. The Interagency Meeting is a regular

meeting held at the USACE offices in San Francisco where it is possible to have an informal consultation with the agencies regarding the proposed project. Consultant must provide information about the project to the agencies in advance, and it is best to have either the 30% design phase or a well-described concept ready so that the agencies have something to comment on. The project may be straightforward enough that an Inter-agency Meeting is not necessary, but we have included it in the budget. Consultant is required to request a pre-filing meeting with the RWQCB 30 days before submitting an application to the USACE. This allows the RWQCB adequate time to review the project because once an application is submitted to the USACE, the USACE requires action from the RWQCB within a certain time frame. If a pre-filing meeting is not requested the RWQCB will deny the project. The scope of work includes time for the pre-filing meeting. This proposal assumes that the project would require a Clean Water Act Section (CWA) Section 404 permit from the USACE, and a CWA Section 401 Water Quality Certification. Depending on whether the USACE takes jurisdiction, the project may only require Porter-Cologne Water Quality Control Act (Porter-Cologne) Waste Discharge Requirements (WDRs) from the RWQCB, and a permit from the BCDC. The CWA Section 404 permit would require a preliminary jurisdictional delineation (JD) of wetlands and other waters in the project area and may require a Biological Assessment for compliance with Section 7 of the Federal Endangered Species Act (FESA), and/or a Cultural Resources Investigation (CRI) for compliance with Section 106 of the National Historic Preservation Act (NHPA). The scope of work includes preparation of a biological resources report, but the federal Biological Assessment is a different document that would focus on federally listed species (expected to only be fish at this time), and it has a different format. Consultant would use the biological resources report to the extent we can, then add the necessary sections for a Biological Assessment. Consultant has included an additional fee of \$6,500 in the budget for preparation of the Biological Assessment. Once the permit applications are submitted, MIG will help the City/Consultant follow up with the agencies and respond to any questions they may have.

OPTIONAL TASK 11: ENVIRONMENTAL SITE ASSESSMENTS

- Phase I ESA. As an optional task, the Consultant Team will provide a Phase I environmental assessment of the subject property and a preliminary evaluation of the environmental conditions at the subject site in accordance with ASTM E1527-21 (Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process). For this task, the subconsultant, BAGG will review and research the most recently updated Federal and State agency databases regarding known or documented cases of contamination that may exist on-site or within a 1-mile radius of the subject site. The databases that will be searched electronically will be based on the ASTM E 1527-21 guidelines. EDR (Environmental Data Resources) will be retained to perform this service. Based on the sites identified by the electronic

search, BAGG will review pertinent files or information available from the State Water Resources Control Board's Geotracker database, as necessary. BAGG will review and research geologic literature pertaining to the site area to evaluate the geologic and hydrogeologic conditions beneath the site, aerial photography archives, historical maps, and SANBORN fire insurance maps (if available) from BAGG's archives, or Environmental Data Resources (EDR), etc., as judged appropriate, to acquire information relative to present and past land use and drainage patterns at the site and the immediate vicinity. BAGG will perform a reconnaissance and walk-through of the building currently occupying the subject property noting any physical evidence (sight/smell) that hazardous or toxic substances may have been stored, used, spilled, or dumped at the site or in the immediate vicinity. They will perform a "drive-by" reconnaissance of the neighboring properties noting any physical evidence that hazardous materials are being stored or used on the adjacent parcels. BAGG will prepare a report summarizing their findings and including:

- A vicinity map,
- A site plan,
- Results of database search and file review,
- Discovered information on probable soil and groundwater quality beneath the site,
- Site photographs,
- Conclusions regarding the environmental condition of the subject site,
- Recommendations for further studies, if warranted.

Deliverables: Phase I ESA report

- Phase II ESA

If required, the Consultant's Team will provide a Phase II Environmental Site Assessment to address the environmental quality of the soil and groundwater beneath the site by conducting an environmental investigation at the subject pump station site consisting of two borings. For this task, BAGG will review the existing environmental reports prepared for the site by BAGG or others, including the Phase-I report, if available. BAGG will obtain a permit from the San Mateo County Environmental Health for drilling environmental borings as required, mark the planned boring location in the field, coordinate the field exploration with the client representatives, retain a utility locating firm to help clear the boring locations, and notify Underground Service Alert (USA) at least 72 hours in advance. Consultant will assume as-built utility maps for the site will be made available. BAGG will then drill, log, and sample two (2) boring to a depth of 15 feet using a GeoProbe (Direct Push) which uses 1½-inch-diameter clear acetate tube to continuously sample the soil; select samples from depths starting below the pavement, and at approximate intervals of 5 feet thereafter. Tentatively, Consultant will propose two soil and one groundwater sample from each boring for analytical testing. Drilling and sampling

equipment will be decontaminated before each sampling episode per standard protocol, and borings will be backfilled with cement grout as required and their tops sealed with AC cold patch. Soil cuttings will be stored in 55-gal drums, which will be labeled as non-hazardous waste, sealed, and moved to a location specified by the City for storage. Consultant will assume Consultant will environmentally profile the contents and retain ACT (Advanced Chemical Transport) to remove and lawfully dispose of the drums. Consultant will assume that the drum contents will be non-hazardous in nature. Consultant will store the samples in an ice chest until transported to McCampbell Analytical under a chain-of-custody with analysis instructions for testing on a standard turnaround basis (Standard: 5 to 7 working days), unless requested otherwise. The testing protocol will tentatively be as follows:

- Volatile Organic Compounds or VOC's (EPA 8260)
- Semi-Volatile Organic Compounds or SVOC's (EPA 8270) with GPC clean-up
- cOrgano-Chlorine Pesticides (EPA 8081) (For near surface soils) with Florisil Clean-up
- Polychlorinated Biphenyls (PCB's; EPA 8081)
- Total Petroleum Hydrocarbons as Gasoline (TPHg) w/ BTEX & MTBE
- Total Petroleum Hydrocarbons as Diesel & Motor Oil (TPHd+m.o.) with Silica Gel Clean up
- CAM 17 Metals
- Waste Extracon (STLC/TCLP) tests on soil samples only, as required
- CARB 435 Asbestos

In the event CAM 17 metal concentrations in the procured soil samples exceed the threshold limits, BAGG will conduct follow up waste extraction tests (TCLP/STLC) as required. BAGG will prepare a brief report describing the analytical test results with comparisons to the RWQCB Environmental Screening Levels (ESLs) and California Title 22, including a table summarizing the detected contaminants with references to the above-noted published standards, a vicinity map, a site plan showing the boring locations, and the analytical reports.

Deliverables: Phase II ESA report

This optional task assumes the following:

1. Typical protocol for a Phase-II investigation is to use the Phase-I report as the basis in the event it outlines any environmental areas of concern. The scope for the Phase-II investigation will then be formulated based on the results of the Phase-I report. As such, there is a possibility that the Phase-II scope provided herein may have to be modified.

2. Consultant's team will notify Underground Service Alert to mark the underground utilities in the exploration area; however, BAGG cannot be responsible for any unanticipated conflicts of the borings with the existing underground utilities that have not been properly marked, or the resulting damage. Therefore, BAGG will rely on assistance from the City in the identification of the existing utilities within the exploration area. Please provide to this office all existing as-built utility plans that may be available. As an add alternate, an underground utility locator can be hired to help clear the boring location.
3. The drilling duration and the related fee is an estimate; variation can and sometimes do occur; therefore, it is possible for the drilling duration to exceed the estimate provided by Pitcher Drilling Company. If so, the difference will be billed following a change order request.
4. The fee for the disposal of the drum contents is an estimate; should environmental profiling of the drum content conclude that the cuttings are hazardous in nature, disposal fees and the required special handling of the drums may vary from the estimate provided depending on the nature of the detected contaminants and the disposal site. Any overage will be transferred to the client following a change order request.
5. Special provisions to deal with or handle contaminated drill cuttings or groundwater, or the need for personal protective gear pertinent to unknown site contaminants other than Level D equipment (safety boots, hard hat, gloves, & goggles) are not included.
6. The presented estimate for the site exploration is for work during normal business hours; please note that the rates for work on Saturdays and Sundays or after hours in normal workdays will be higher.
7. This optional task does not include the site characterization from a geotechnical point of view as this is covered in other tasks.

OPTIONAL TASK 12: OUTFALL REPLACEMENT

1. **Conceptual Layout:** Concurrent with Task 4, Consultant will perform outfall apron sizing calculations and develop a preliminary outfall structure and apron layout. Given the regulatory requirements are not yet defined, this optional task assumes that the outfall structure will be replaced in kind with a simple, reinforced concrete headwall structure around the new pipe and a new riprap apron sized based on the required discharge pipe size and the impacted area of the bank will not require a planting plan. Geotechnical mitigation measures or bank stabilization measures and not anticipated to be required; areas of the bank are assumed to be backfilled with onsite fill. Irrigation of the bank is not anticipated. The improvements are not anticipated to reduce the flow area in the channel, so modeling of Redwood Creek is not included. BCA will assist with conceptual layout of the new outfall structure.

Consultant will prepare narrative text to be included in the Alternatives Analysis and Basis of Design Report (BOD) that documents the apron sizing and preliminary layout.

2. **60% Outfall Design:** Consultant will refine the outfall sizing calculations and progress the new pipe and outfall design to the 60% level of completion. BCA will prepare structural calculations for the outfall structure and pipe connection. Consultant and BCA will prepare plans, specifications and cost estimates that are described under Task 6. Consultant will incorporate the 60% outfall design into the 60% Initial Design Submittal for the City, provide responses to City comments, and revise and resubmit the 60% Initial Design submittal as described under Task 6. Anticipated plan sheets include:
 - Outfall Plan and Profile;
 - Grading Plan;
 - Preliminary Creek Diversion Plan;
 - Civil Details;
 - Outfall Structure Plan and Cross-Sections;
 - Outfall Structure Details.
3. **90% Outfall Design:** Consultant will progress the 60% outfall design to the 90% level. Consultant will formalize all riprap apron sizing calculations. Consultant will refine the plans, specifications and cost estimate. Consultant will incorporate the 90% outfall design documents into the 90% Semi-Final Design Submittal for the City and FEMA, and respond to comments as described under Task 7.
4. **100% Outfall Design:** Consultant will progress the 90% outfall design to the 100% level. Consultant will incorporate the 100% outfall design documents into the 100% Final Design Submittal to the City.
5. **Outfall Construction:** Consultant will be available during the bidding phase and construction phase as described under Task 9 I to assist with outfall-related items. Budget has been included to respond to bidder questions and RFIs during bidding phase, prepare addenda as warranted, and assist the design team in responding to construction RFIs and submittals.

OPTIONAL TASK 13: PROCESS AND INSTRUMENTATION DIAGRAMS

1. **60% Process and Instrumentation Diagrams:** Consultant will prepare process and instrumentation diagrams (P&ID) for the pump station improvements for inclusion with the 60% Initial Design Submittal for the City. Consultant will provide mechanical process piping schematic diagrams for DTN to use in development of the plans. Tag name convention is assumed to be per ISA standards and as recommended by DTN. Consultant will provide responses to City comments and revise and resubmit the 60% Initial Design submittal as described under Task 6. Consultant anticipates four plan sheets will be required for the pump station P&ID.

2. **90% Process and Instrumentation Diagrams:** Consultant will progress the 60% P&ID to the 90% level. Consultant will incorporate the 90% P&ID documents into the 90% Semi-Final Design Submittal for the City and FEMA, and respond to comments as described under Task 7.
3. **100% Process and Instrumentation Diagrams:** Consultant will progress the 90% P&ID to the 100% level. Consultant will incorporate the 100% P&ID documents into the 100% Final Design Submittal to the City.

Please refer to the key-members, schedule, and staff-member hour breakdown rates attached to this exhibit on the following pages.

EXHIBIT B FEMA CONTRACT REQUIREMENTS

1. FEMA Requirements. This Agreement may be eligible for funding from the Federal Emergency Management Agency (FEMA). FEMA requires inclusion of the following provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this Agreement that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon BKF Engineers (hereinafter, "Consultant") shall apply.

2. Remedies for Breach. In addition to all other remedies included in this Agreement, Consultant shall, at a minimum, be liable to the City for all foreseeable damages it incurs as a result of Consultant's violation or breach of the terms of this Agreement. This includes without limitation any costs incurred to remediate defects in Consultant's services and/or the additional expenses to complete Consultant's services beyond the amounts agreed to in this Agreement, after Consultant has had a reasonable opportunity to remediate and/or complete its services as otherwise set for in this Agreement. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

3. Termination for Convenience. City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving Consultant written notice of termination. The notice shall specify the date on which termination shall become effective. In no event shall City be liable for costs incurred by Consultant or any of its subcontractors after the termination date specified by City, except for those costs reasonably necessary to effectuate demobilization from the work.

4. Termination for Cause. On and after any event of default, City shall have the right to exercise its legal and equitable remedies, including without limitation, the right to terminate this Agreement for cause or to seek specific performance of all or any part of this Agreement. In addition, City shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Consultant any event of default. Consultant shall pay to City on demand all costs and expenses incurred by City in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. City shall have the right to offset from any amounts due to Consultant under this Agreement or any other Agreement between City and Consultant all damages, losses, costs or expenses incurred by City as a result of such event of default and any liquidated damages due from Consultant pursuant to the terms of this Agreement or any other Agreement.

5. Equal Employment Opportunity. If this Agreement constitutes a “federally assisted construction Agreement” as defined in 41 C.F.R. §60-1.3, during the performance of this Agreement, Consultant agrees as follows:

- a. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Consultant's legal duty to furnish information.
- d. Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- e. Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. Consultant will include the provisions of this section 5 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The City (as the applicant for federal funding) further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of the City that does not participate in work on or under the Agreement.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and

relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City as the applicant for funding agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant with the City (contract, loan, insurance, guarantee); refrain from extending any further assistance to the City under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

6. Work Hours and Safety Standards. If this Agreement is for a price in excess of \$100,000, and involves the employment of mechanics or laborers, Consultant agrees as follows:
 - a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section, Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Consultant and subcontractor(s) shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to

work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

- c. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Consultant or subcontractor under any such Agreement or any other Federal Agreement with the same prime contractor, or any other federally-assisted Agreement subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
 - d. Subcontracts. Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
 - e. This Section 8 does not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or Agreements for transportation or transmission of intelligence.
7. Clean Air Act. If this Agreement is for a price in excess of \$150,000, Consultant agrees as follows:
- a. Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - b. Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
8. Federal Water Pollution Act. If this Agreement is for a price in excess of \$150,000, Consultant agrees as follows:

- a. Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - b. Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
9. Debarment and Suspension. If this Agreement is for a price in excess of \$25,000, Consultant agrees as follows:
- a. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Consultant is required to verify that none of Consultant principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. Consultant further agrees to include a provision requiring such compliance in its lower tier covered transactions.
10. Procurement of Recovered Materials.
- a. In the performance of this Agreement, Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - ii. Meeting Agreement performance requirements; or
 - iii. At a reasonable price.
 - b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
 - c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
11. Time and Material Contracts. To the extent this Agreement includes work that is paid on a time and material basis, such work must have a guaranteed maximum price (GMP). The GMP is set forth in the body of this Agreement. The GMP constitutes a ceiling price that Consultant exceeds at its own risk.
12. Bonding Requirements. To the extent this Agreement is a contract for construction or facility improvement, Consultant agrees as follows:
 - a. Consultant provided with its bid for this Agreement a bid guarantee of no less than 5% of the bid price, or greater if otherwise required in this Agreement or the City Code.
 - b. Consultant has obtained a performance bond in favor of the City, securing fulfillment of all its obligations under the Agreement, in an amount no less than 100% of the Agreement price.
 - c. Consultant has obtained a payment bond, assuring payment as required by law to all persons supplying labor and material in the execution of the work provided for in the Agreement, in an amount no less than 100% of the Agreement price.
13. Access to Records. The following access to records requirements applies to this Agreement:
 - a. Consultant agrees to provide City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of Consultant, which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
 - b. Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- c. Consultant agrees to provide the FEMA Administrator or his or her authorized representatives, access to construction or other work sites pertaining to the work being completed under the Agreement.
 - d. In compliance with the Disaster Recovery Act of 2018, the City and Consultant acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
14. Department of Homeland Security Seal, Logo, and Flags. Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
15. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. Consultant will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
16. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, Consultant, or any other party pertaining to any matter resulting from the Agreement.
17. Program Fraud and False or Fraudulent Statements or Related Acts. Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Consultant's actions pertaining to this Agreement.
18. Byrd Anti-Lobbying Certification.
- a. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
 - b. If this Agreement is for a price of \$100,000 or more, Consultant, and its lower tiers, must sign and submit to the City the certification attached hereto as Attachment 1.

ATTACHMENT 1
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Consultant, **BKF Engineers** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Brian Scott, PE - BKF Engineers, Inc.

Date

BKF Engineers 0 Price Pump Station Design

Interim Agreement Report









2023-11-07

Created:	2023-11-07
By:	CD-Kristen Mees (kmees@redwoodcity.org)
Status:	Out for Approval
Transaction ID:	CBJCHBCAABAAioeEe-AJxwhn8zglm8_rXcnoUfr8-6WZ

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"BKF Engineers 0 Price Pump Station Design" History

-  Document created by CD-Kristen Mees (kmees@redwoodcity.org)
2023-11-07 - 6:34:58 PM GMT- IP address: 76.14.0.190
-  Document emailed to bscott@bkf.com for signature
2023-11-07 - 6:40:12 PM GMT
-  Email viewed by bscott@bkf.com
2023-11-07 - 6:48:27 PM GMT- IP address: 104.28.123.96
-  Signer bscott@bkf.com entered name at signing as Brian Scott
2023-11-07 - 6:53:25 PM GMT- IP address: 50.209.179.1
-  Document e-signed by Brian Scott (bscott@bkf.com)
Signature Date: 2023-11-07 - 6:53:27 PM GMT - Time Source: server- IP address: 50.209.179.1
-  Document emailed to Jean Chen (jchen@bkf.com) for signature
2023-11-07 - 6:53:28 PM GMT
-  Email viewed by Jean Chen (jchen@bkf.com)
2023-11-07 - 10:12:09 PM GMT- IP address: 38.21.4.153
-  Document e-signed by Jean Chen (jchen@bkf.com)
Signature Date: 2023-11-07 - 10:14:06 PM GMT - Time Source: server- IP address: 4.34.94.138
-  Document emailed to CD-Kristen Mees (kmees@redwoodcity.org) for approval
2023-11-07 - 10:14:08 PM GMT





STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: November 13, 2023

SUBJECT

Reject all bids for Sanitary Sewer Pump Station 8 and 9 Improvements Project

RECOMMENDATION

By motion, reject all bids and authorize staff to re-advertise the Sanitary Sewer Pump Station 8 and 9 Improvements Project at a later date.

STRATEGIC PLAN GUIDING PRINCIPLE

Public Safety

BACKGROUND

The City of Redwood City currently has a total of thirty-one (31) sanitary sewer pump stations, upon which twenty-six (26) are located in Redwood Shores. As a part of the Capital Improvements Program, the City routinely replaces deteriorating sanitary sewer infrastructure such as sanitary sewer pump stations and pipelines to ensure the continued reliability of the system. Pump stations are selected for rehabilitation and improvement after Engineering and Public Works staff evaluate the existing facility conditions, capacity, performance, resilience, and criticality.

After evaluation, Pump Stations 8 and 9 were selected for improvements. The proposed project will improve the selected pump stations to have increased pumping efficiency, capacity, performance, resilience, functionality (both during normal operation and emergency conditions), ease of operation, safety, criticality, and maintainability of the facilities.

ANALYSIS

The proposed sanitary sewer pump station improvement project will provide backup power for the facilities, replace existing sanitary sewer force mains, replace electrical and control equipment, and rehabilitate existing pump station facilities.

On August 2, 2023, a bid opening was held for the Sanitary Sewer Pump Station 8 and 9 Improvements Project. GSW Construction, Inc. was the apparent lowest bidder for the project at \$3,010,391. On August 8, 2023, a bid protest letter, dated August 3, 2023, was submitted by Casey Construction, Inc. The letter protests that GSW Construction, Inc. did not meet the minimum bidder qualifications. After considering all information including the high variance within the received bids, the City chose to reject all bids and re-bid the project.

The project was rebid and a bid opening was held on September 20, 2023 for the Sanitary Sewer Pump Station 8 and 9 Improvements Project and the City received three (3) sealed bids. The three bids received at the bid opening are summarized in the table below.

Table # 1: Summary of Bid Results	
Bidder	Total Bid Amount
Casey Construction, Inc.	\$3,228,885.00
GSW Construction, Inc.	\$3,284,000.00
SubTerra Construction, Inc.	\$3,300,575.00
Engineer's Estimate	\$2,500,000 - \$4,000,000

Casey Construction, Inc. submitted the apparent low bid of \$3,228,885, within the Engineer's estimate range of \$2,500,000 to \$4,000,000. However, a bid protest was submitted on September 26, 2023, from GSW Construction, Inc., protesting Casey Construction, Inc. for missing a required experience document of a proposed subcontractor. On October 6, 2023, the City received a bid advisory notice from the Foundation of Fair Contracting (FFC) claiming that Casey Construction, Inc. provided a false statement in the in their bid package regarding previous violations against prevailing wage and labor code provisions.

After considering all the information provided, staff would like to revise bid documents and readvertise project. Staff recommends rejecting all bids and rebidding the project. The City Council may, in its discretion, reject all bids per the City Charter section 67, the City Municipal Code section 2.63.69, and the solicitation documents.

FISCAL IMPACT

Funds for the Sanitary Sewer Pump Station 8 and 9 Improvements Project were previously approved and appropriated in Fiscal Year 2021-22 budget as Sewer Fund Capital Projects – Sewer Pump Station Rehabilitation Program with an available balance of \$4,699,052.74 as of October 26, 2023.

ENVIRONMENTAL REVIEW

This activity of rejecting all bids is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

In any event, this project would meet the CEQA exemption criteria as set forth in CEQA Guidelines Section 15302 (Class 2(c), Replacement or Reconstruction) in that it involves the replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

ALTERNATIVES

The City Council may choose not to reject bids and re-bid the project and choose to waive bid irregularities and award to the lowest apparent bidder, Casey Construction, Inc.

ATTACHMENTS

None

REPORT PREPARED BY:

Vicky Lau, Assistant Engineer I
vlau@redwoodcity.org
(650) 780-7362

APPROVED BY:

Jeff Schwob, Interim Community Development & Transportation Director
Melissa Stevenson Diaz, City Manager



STAFF REPORT

To the Honorable Mayor and City Council From the City Manager

DATE: November 13, 2023

SUBJECT

Amendment No. 1 to agreement with O'Dell Engineering for additional time and scope for Phase II services for construction document design and construction administration services for the Hoover Park Renovation Project

RECOMMENDATION

By motion, determine that due to the nature of the services, a competitive bidding process is not likely to serve the best interests of the City and the contract amendment may be awarded without a competitive bidding process, and approve and authorize the City Manager to execute Amendment No. 1 to the Hoover Park Master Plan Agreement with O'Dell Engineering for additional time and scope for Phase II services for construction document design and construction administration services for the Hoover Park Renovation Project in the amount of \$470,000 for a total agreement amount of \$684,640.

STRATEGIC PLAN GUIDING PRINCIPLE

Children and Youth

BACKGROUND

On October 24, 2022, the City Council approved an agreement with O'Dell Engineering to conduct community engagement and design services for the Hoover Park and Pool Master Plan. Hoover Park is located off of Spring Street and Charter Street, and adjacent to Woodside Road. Hoover Park is one of the City's larger sport complexes and one of two parks on the bayside section of the City. The site is a joint use location between the City of Redwood City and the Redwood City School District. The Redwood City School District owns the land, and the City has a long-term lease for the park portion of the site. The site consists of two large soccer fields and a traditional recreational park. This project will only make improvements to the Park portion. The pool facility was built at the park in 1966 as one of the original features, but has not operated the past seven years due to loss of grant funding, the pandemic, and no

interest from third party operators. The Boys and Girls Club built a facility in the late 1980's on this site and helps to serve youth at Hoover School and from the Sequoia Union High School District. The park has received regular updates over the years including a full park renovation in 1983, lighting improvements in 1988, a renovation to the pool infrastructure in 1999, and a new park restroom and small 2–5-year-old tot playground added in 2009. Unfortunately, the park has experienced issues with homelessness and encampments, drug use, gang activity, crime, graffiti, trash and other related issues, which has significantly reduced use of the park. At the request of the neighborhood associations, the majority of picnic tables were removed to reduce undesirable issues that were escalating in the park.

The City secured funding through Community Development Block Grant (CDBG) funds and has allocated those funds to support a revitalization of Hoover Park. Recognizing that something must be done to improve the conditions at and around the park, the City launched a community outreach campaign to help formulate a conceptual plan for the park.

The outreach plan included the creation of a stakeholder group and general community input sessions. The stakeholder group meeting included the Redwood City School District including representatives from Hoover School, the Boys and Girls Club leadership, The PAL Center and Neighborhood Association Chairs from Friendly Acres, Redwood Village and Stambaugh Heller.

The Community input sessions dates were sent out through social media marketing campaigns, City email lists, through Neighborhood Association chairs, to Hoover School students and advertised onsite with large signs.

On January 26, 2023, a Community Input session was held at Hoover Park in partnership with the Boys and Girls Club. PRCS Staff engaged with over 25 individuals during this session.

On January 28, 2023, a Community Input session was held adjacent to the Sports Field in the park. PRCS Staff engaged with over 30 individuals during this session.

On February 10 and 13, 2023, stakeholder meetings were held where current site constraints and ideas for future amenities were discussed. This feedback was included in the next steps for the project.

In February 2023, the City partnered with Nuestra Casa to have Promotoras provide in person surveying in the three neighborhood associations adjacent to Hoover Park and at high traffic community destinations. Additionally, the survey was hosted online and sent out through social media marketing campaigns, City email lists and through Neighborhood Association chairs and Hoover School students. The feedback was compiled, and three concepts were created based on that input. The designs focused around a single major attraction that was different for each design. The first option included a small teaching pool, the second option replaced the teaching pool with a large water spray ground and the third option utilized a smaller water play area but many more additional recreational amenities. Over 300 responses were received for the survey.

On April 22, 2023, the City held another community input session to select one of the three concepts. Additionally, an online survey was created and asked respondents to select their preferred conceptual

design and provide feedback on multiple additional amenities being address in the Master Plan. PRCS Staff engaged with over 50 individuals during this session.

On May 10, 2023, the City held an additional Stakeholder meeting where the concepts were presented, the current voting for preferred designs by the community was discussed. Over 250 responses were received for this survey.

On May 24, 2023, the Design firm and Staff presented the three design concepts and community feedback from the survey to the Parks, Recreation and Community Services Commission. The community preferred Concept 2 which included the large water spray ground, with voting coming in at 70% in favor of this design. The Commission expressed appreciation and excitement for the new design.

The finalized Hoover Park 2023 Master Plan is available online at <https://www.redwoodcity.org/departments/parks-recreation-and-community-services/current-improvement-projects/hoover-park-master-plan>

ANALYSIS

Construction design documents and construction administration services are needed for Phase 2 of the Project, which includes the detailed design documents, coordination with the aquatics and electrical consultants, coordination with the Department of State Architects (DSA) and addressing any changes to the California Environmental Quality Act (CEQA) and National environmental Policy Act (NEPA) findings.

The amendment to the agreement includes the following scope of work over the anticipated 24 months of construction:

- Design Development documents including Aquatic features and electrical upgrades
- Coordination with DSA for Approval of the 50%, 90% and 100% drawings
- Stormwater Pollution Prevention Plan
- Permit and Bid/Negotiation assistance
- Construction Administration
- CEQA/NEPA Coordination

Integral to the process, the construction administration phase includes the oversight of the contractor's work to ensure proper construction techniques, materials, equipment, and personnel throughout the duration of the project and to monitor the contractor's progress and compliance with the contract documents.

Agreement History

Agreement	\$214,640	October 2022 – November 2023
Amendment 1	<u>\$470,000</u>	November 2023 - June 2025
Total	\$684,640	October 2022 – June 2025

Per section 2.67.4 (C) of Chapter 2, Article VII in the City’s Municipal Code, City’s Best Interest: A purchase may be made or contract awarded without a competitive bidding process when the City Council determines that, due to the nature of the services, a competitive bidding process is not likely to serve the best interests of the City. Such a City’s best interest purchase must be determined to meet these requirements and be recommended for approval by the City Manager and shall be approved only on the affirmative votes of at least five (5) members of the City Council. In the proposed amendment for O'Dell Engineering to continue with the construction drawing services post-master planning for the Hoover Park renovation, the following key points support staff’s recommendation to approve the amendment without a competitive bid process:

Familiarity with Project: O'Dell Engineering has in-depth knowledge of the project's intricacies due to their involvement in the master planning phase. This familiarity positions them to provide seamless continuity as the project advances, minimizing the learning curve that a new firm would face. Their established understanding of the park's current layout, proposed improvements, and the community's vision, adds an invaluable layer of efficiency and precision to the execution of the renovation plans.

Efficiency in Process: The continuity of service by retaining O'Dell Engineering circumvents the often lengthy and complex process of soliciting and reviewing new bids, thereby accelerating project timelines. Their existing rapport with the City staff and the project stakeholders allows for a streamlined communication process, which is crucial to maintaining project momentum and ensuring that the deliverables meet the community's needs and expectations.

Community and Staff Relations: The established relationships between O'Dell Engineering, City staff, and the community stakeholders ensure that the renovation will reflect the input and aspirations expressed during the master planning phase. Their prior engagement with the community during the initial phase guarantees that the subsequent steps they take will be informed by the community's preferences and feedback, leading to outcomes that align with public interest.

Optimal Use of Public Funds: By continuing with a firm that has demonstrated its capability and understanding of the project, the City is poised to make more judicious use of taxpayer dollars. The reduction in time spent on the bidding process and the onboarding of a new firm translates to cost savings and a more focused allocation of resources towards the actual renovation work.

Compliance with Funding Requirements: With the constraints imposed by the Community Development Block Grants (CDBG) on the timely use of funds, it is imperative to proceed without delay. O'Dell Engineering's progression to the construction drawing phase without the need for a new bid ensures

adherence to the CDBG timeline requirements, thereby safeguarding the funding and ensuring that the grant is utilized effectively for the benefit of the community.

In conclusion, the amendment for O'Dell Engineering to advance to the construction drawing phase is a strategic recommendation that considers project continuity, efficiency, community engagement, fiscal responsibility, and compliance with grant requirements. It represents a pragmatic approach to project management that is in the best interest of the City and its residents.

EQUITY IMPACT STATEMENT

Equity and/or inclusion was considered in development or implementation of item through the following:

- Engagement with relevant Redwood City communities through public meetings, surveys, or other means, with a focus on communities traditionally least likely to be heard in civic processes

FISCAL IMPACT

The original O'Dell Engineering Hoover Park Master Plan agreement was for a total of \$214,640. Amendment No. 1 for construction design documents and construction administration is for \$470,000, bringing the total to \$684,640. The City allocated \$500,000 in Park Impact Fees (development fees) for the Project in FY 21-22 and an additional \$4,219,986 of CDBG funds in FY 22-23.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment. The initial review for the project notes no evidence of recognized environmental concerns (RECs) were found in the project area.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

ALTERNATIVES

The City Council may choose not to approve Amendment No. 1 and to direct staff to develop other alternatives for construction design documents and construction administration services and bring those back to the City Council at a future date. However, this may cause issues with the Department of Housing

and Urban Development as CDBG funds are being used and the City has already received a notice of non-compliance with timely expenditure requirements. This would cause a delay in the start of construction and may increase the overall cost of the Project.

ATTACHMENTS

Attachment A – Amendment No. 1 to the O’Dell Engineering Agreement for Services (Hoover Park Master Plan)

REPORT PREPARED BY:

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(650) 780-7340

APPROVED BY:

Chris Beth, Parks and Recreation Director
Melissa Stevenson Diaz, City Manager

**AMENDMENT NO. 1 TO AGREEMENT FOR SERVICES
(O'Dell Engineering)**

This Amendment No. 1 (the "Amendment No. 1") is entered into and effective as of _____, 2023, by and between the City of Redwood City, a charter city and municipal corporation of the State of California ("City"), and O'Dell Engineering, a California corporation ("Consultant") (collectively, the "Parties").

RECITALS

A. The Parties previously executed that certain O'Dell Engineering Agreement for Services (Hoover Park Master Plan), dated as of October 28, 2022, (the "Original Agreement") (the Original Agreement and this Amendment No. 1 are collectively known as the "Agreement").

B. The Parties have negotiated and agreed to the terms and conditions set forth in this Amendment No. 1, including any terms and conditions of the attached Exhibit "A", incorporated herein by reference.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Consultant will provide the additional services set forth in Exhibit "A", and such services will be considered part of the Services for purposes of the Agreement.

2. City will pay Consultant a not-to-exceed amount of Four Hundred Seventy Thousand Dollars (\$470,000) for the completion of all the services described in Exhibit "A", which sum will include all costs or expenses incurred by Consultant. Including all amendments through Amendment No. 1, the total amount payable under the Agreement will be a not-to-exceed amount of Six Hundred Eighty Four Thousand Six Hundred and Forty Dollars (\$684,640).

3. All other provisions of the Agreement will remain in full force and effect.

4. All requisite insurance policies to be maintained by Consultant pursuant to the Agreement will include coverage for this Amendment No. 1.

5. The individuals executing this Amendment No. 1 and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment No. 1.

6. If all Parties agree, electronic signatures may be used in place of original signatures on this Amendment No. 1. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic

signatures, and hereby waives any defenses to the enforcement of the terms of this Amendment No. 1 based on the use of an electronic signature. After all Parties agree to the use of electronic signatures, all Parties must sign the document electronically.

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CONSULTANT
O'Dell Engineering
Attention: Chad Kennedy
6200 Stoneridge Mall Road, Suite 300
Pleasanton, CA 94588

CITY OF REDWOOD CITY, a charter city
and municipal corporation of the State of
California

By: _____
Melissa Stevenson Diaz, City Manager

*By: _____
(sign here)

(print name/title)

ATTEST:

Yessika Castro, City Clerk

**By: _____
(sign here)

(print name/title)

If required by City, proper notarial acknowledgment of execution by Consultant must be attached.
If a Corporation, Agreement must be signed by one corporate officer from each of the following
two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation **must** attach a resolution certified by the secretary or assistant
secretary under corporate seal empowering the officer(s) signing to bind the corporation.

Exhibit “A”

SCOPE OF SERVICES AND FEE

Permitting, Bid/Negotiation, and Construction Administration Phases for Hoover Park Renovation

1) GENERAL DESCRIPTION OF SERVICES

Consultant shall perform Construction Document Design Phase, Permitting, Bid/Negotiation assistance, and Construction Administration services for the Hoover Park Renovation as set forth in this Exhibit “A”.

2) PRELIMINARY POST-DESIGN SCHEDULE

The following represents a preliminary schedule for the Permitting, Bid/Negotiation, and Construction Administration Phases. Consultant understands that this schedule may require adjustment when the final construction schedule is agreed upon between the builder and the City. Any corresponding change to the services and fees outlined herein shall require a further amendment.

SCHEDULE / PHASE OF SERVICE:

Construction Document Design Phase	6 Months
Department of State Architect Review Phase	variable, expected to be 6 months
Permitting/BID/Negotiation Phase	4 Months
Construction Administration Phase	12 Months

3) CONSTRUCTION DOCUMENT DESIGN PHASE

As part of this effort, Consultant will also be coordinating multiple sub-consultants’ scope of work including a qualified aquatic design firm’s scope of work for the aquatic components, a qualified electrical engineering firm’s work for the site lighting and electrical engineering and assisting the City with coordinating submittals to DSA (Division of the State Architect) and other governmental authorities. The detailed scope of work below includes all the above disciplines:

a) Task 1: Design Development Phase – Landscape Architecture and Civil Engineering

Following approval of the masterplan, Consultant’s design team will take those docs as the basis of design and move them into design development level deliverables. This phase includes the following:

- i) Project information
- ii) Conceptual Grading and Drainage Plan (includes sizing of swales as part of stormwater treatment design)
- iii) Preliminary Utilities Plan
- iv) Layout & Materials Plan
- v) Irrigation Design Intent Plan
- vi) Irrigation design
- vii) Irrigation schedules
- viii) Planting Design Plan (including MWELo calculations).
- ix) Key Construction details (city standards will be used, where applicable)
- x) Coordination with sub-consultants as necessary.
- xi) Technical Specifications (Outline Specifications Only)
- xii) Updated Engineer’s Cost Opinion Estimate and quantities.
- xiii) Submittal of documents to City for approval.

1. **Task 1 Budget: \$63,100**

b) **Task 2: Construction Documents (50%, 90% and 100% PS&E) – Landscape Architecture and Civil Engineering**

Following the City’s approval of the design development package, Consultant’s design team will move them into construction documents for submitting to DSA (Division of State Architect). The 90% and 100% submittals will verify that previous DSA comments (on the 50% submittal) were addressed appropriately. This phase includes the following:

- i) General Notes
- ii) Topographic Survey
- iii) Existing Conditions and Demolition Plan
- iv) Tree Protection Recommendations (by in-house arborist)
- v) Horizontal Control Plan
- vi) Site Features & Finishes Plan
- vii) Grading Plan
- viii) Site Utilities Plan
- ix) Erosion Control & Sedimentation Control Plan
- x) Planting Plans
- xi) Irrigation Plans
- xii) Construction Details
- xiii) Front-end specifications (standard sections to be provided to design team by City)
- xiv) Technical specifications (per CSI Masterspec formats).
- xv) Bid items and bid descriptions (to be included in the 90% and 100% PS&E packages)
- xvi) Cost estimates to reflect updated quantities and pricing
- xvii) Provide MWELO calculations; including required statements & certifications
- xviii) Complete Stormwater Quality Control Plan and calculations.
- xix) Preparation of additive / deductive alternates as needed after coordination with city.
- xx) Coordination with sub-consultants as necessary.
- xxi) Provide a peer review and provide revisions to plans as required to be submitted for Building Permit
- xxii) Revise plans to get Building Permits – including up-to two (2) submittals

1. **Task 2 Budget: \$174,850**

c) **Task 3: SWPPP (Stormwater Pollution Prevention Plan)**

- i) Permit Registration Documents including Risk Assessment, Site specific SWPPP approved by QSD, Site Maps, and NOI for LRP review.

1. **Task 3 Budget: \$4,000; Lump Sum**

d) **Task 4: Aquatic Design Scope of Work (50%, 90% and 100% PS&E)**

Consultant shall subcontract with a qualified aquatics design firm for all aquatics related project needs. The qualified sub-consultant shall provide services as hereinafter described to assist the City in the detailed design and engineering of a spray ground approximately 5,000 SF and a construction value of approximately \$1,000,000.

- i) Design Development Phase:
AQUATICS SUB-CONSULTANT shall review the program furnished by the City to ascertain the requirements of the project and shall arrive at a mutual understanding of such requirements

with the City.

- (1) Based upon the mutually agreed upon program, schedule and construction budget requirements, AQUATICS SUB-CONSULTANT shall prepare, for approval by the City, Design Development Documents consisting of drawings and other documents illustrating the scale and relationship of the spray ground project components. Design Development Phase deliverables shall include the following:
 - (a) Conceptual site plan.
 - (b) Elevations of spray ground for conceptual site plan.
 - (c) Cut sheets for proposed play elements.
 - (d) Upon City review of conceptual site plan, AQUATICS SUB-CONSULTANT shall make revisions necessary to develop the final site plan.
 - (e) AQUATICS SUB-CONSULTANT shall provide the City with the building and infrastructure requirements, including design criteria, as needed to service the spray ground equipment, including:
 - (i) Spray ground equipment room dimensions.
 - (ii) Spray ground balance tank dimensions.
 - (iii) AQUATICS SUB-CONSULTANT shall submit to the City an estimate of probable construction costs based upon current area, volume, or other unit costs.
- ii) 50% Construction Documents Phase:
 - (1) Based upon the approved Design Development Documents and any adjustments authorized by the City in the program, schedule or construction budget, AQUATICS SUB-CONSULTANT shall prepare, for approval by the City, 50% Construction Documents consisting of drawings and other documents to fix and describe the size and character of the project as to spray ground architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. 50% Construction Documents Phase deliverables shall include the following:
 - (a) Spray ground plan views.
 - (b) Spray ground longitudinal and cross-sections.
 - (c) Spray ground finish details.
 - (d) Spray ground play equipment and details.
 - (e) Outline specifications in CSI format.
 - (2) AQUATICS SUB-CONSULTANT shall provide the City with building and infrastructure requirements, including design criteria, as needed to service the spray ground equipment, including:
 - (a) Sanitary/storm sewer requirements and points of connection.
 - (b) Domestic water requirements and points of connection.
 - (c) Natural gas (if required) requirements and points of connection.
 - (d) Electrical requirements and points of connection for spray ground equipment.
 - (e) AQUATICS SUB-CONSULTANT shall submit to the City an estimate of probable construction costs based upon current area, volume, or other unit costs.
 - (f) AQUATICS SUB-CONSULTANT shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The City shall bear primary responsibility for approvals from governmental authorities having jurisdiction over the Project.

(3) 90% and 100% Construction Documents and Final Bid Set Phases:

(a) Based upon the approved 50% Construction Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the City, AQUATICS SUB-CONSULTANT shall prepare, for approval by the City, 90% and 100% Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for construction of the spray ground. 90% and 100% Construction Documents Phase deliverables shall include the following:

(i) Architectural Drawings:

1. Site plan detailing spray ground components.
2. Spray ground plan views.
3. Spray ground elevations and sections.
4. Miscellaneous spray ground details.

(ii) Structural Drawings:

1. Spray ground / surge tank structural sections.
2. Spray ground wet deck construction sections.
3. Spray ground wet deck details.
4. Spray ground / surge tank reinforcement schedules.
5. Miscellaneous spray ground structural details.

(iii) Mechanical Drawings:

1. Spray ground piping plan.
2. Spray ground mechanical equipment piping plan.
3. Miscellaneous spray ground mechanical details.

(iv) Electrical Drawings:

1. Spray ground equipment wiring plan.
2. Spray ground electrical panel schedule.
3. Miscellaneous spray ground electrical details.

(v) Miscellaneous:

1. Spray ground / surge tank structural calculations.
2. Final form spray ground technical specifications in CSI format.
3. Spray ground deck drains details.

(b) AQUATICS SUB-CONSULTANT shall provide detailed cost comparisons of water features for spray ground areas.

i. **Task 4 Budget: \$78,650**

e) **Task 5: Electrical Engineering Scope of Work (50%, 90% and 100% PS&E)**

- i) Consultant shall subcontract with a qualified electrical engineering firm for all electrical related project needs. The qualified electrical sub-consultant shall provide services as hereinafter described to assist the City in the detailed design and engineering of the site lighting and electrical engineering components:
- ii) New electrical service & coordination with PG&E.
- iii) Design site lighting for the entire site per the information provided.
- iv) Prepare photometric analysis for City's review.
- v) Construction documents will depict site lighting design for public spaces, pedestrian pathways and parking lot areas.

- vi) Assist in specifying lighting fixtures, preparing photometric analyses, and designing controls.
- vii) Ascertaining and planning for power needs to the mechanical and restroom buildings per information provided.
- viii) Ascertaining and planning for power needs to various other site amenities and equipment onsite.
- ix) Egress lighting at outdoor stage area and fire alarm design at restroom buildings as may be required by DSA / local codes.
- x) Prepare electrical engineering detailed drawings, specifications, and cost estimates at 50%, 90% & 100% submittals.
- xi) Construction details and applicable calculations for DSA/local AHJ review and approval.
- xii) Assist City with bidding and construction support activities related to addenda creation, RFI responses, and submittal review.
- xiii) Anticipate (2) site visits to the project site per landscape architects' / City's direction.
- xiv) Provide submittal reviews as requested at various milestones.

Task 5 Budget: \$26,400

f) **DEPARTMENT OF STATE ARCHITECT REVIEW PHASE:**

- i) AQUATICS SUB-CONSULTANT shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The City shall bear primary responsibility for approvals from governmental authorities having jurisdiction over the Project.
- ii) ELECTRICAL SUB-CONSULTANT shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The City shall bear primary responsibility for approvals from governmental authorities having jurisdiction over the Project.
- iii) Consultant shall assist the City in connection with the City's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The City shall bear primary responsibility for approvals from governmental authorities having jurisdiction over the Project.
 - (a) Scope of work includes incorporating up-to two (2) rounds of DSA revisions to construction documents to assist City with securing building permits.

DSA Approval Phase Cost: Included in Costs above.

g) **Task 6: PERMITTING / BID/ NEGOTIATION PHASE**

- (1) Considering final review and any plan check comments from DSA and City staff, the design team will revise the construction documents, and furnish signed reproducible copies of the bid documents (plans, technical specifications and final estimates) to the City ready for reproduction and binding for bidding. Consultant and their Sub-consultants, following the City approval of the 100% Construction Documents and the latest estimate of probable construction costs, shall assist the City in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services by Contractors or Sub-consultants during this phase to include:
 - ii) Assist City with coordinating bidding procedures and schedules.
 - iii) Assist City with contacting potential bidders.

- iv) Distributing documents.
- v) Attend pre-bid meeting.
- vi) Assist with providing review of contractor bids and bid RFI's and providing inputs.
- vii) Assistance with answering bidder queries.
- viii) Preparing addenda as required to help clarify contract documents.
- ix) Consultant and their Sub-consultants shall assist the City in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor, as it relates to the design program elements.
- x) Assist the City in review of bids and/or proposals in determination of lowest responsive bidder/proposer.

Task 6 Cost: \$12,500 to be billed hourly. No site visits assumed in this phase. See attached fee schedule.

h) Task 7: CONSTRUCTION ADMINISTRATION PHASE

- i) Landscape Architect (Contractor)
 - (1) As required, the Consultant will provide assistance to the City with construction observation services of the project by providing responses to RFI's, minor plan revisions / clarifications, review of contractor submittals & shop drawings to ensure conformance with the bid docs, & review of record drawings using information provided by the general contractor. This phase will also include several site visits to review regular progress of the work and quality of construction and determine if the construction is proceeding in accordance with the project design intent and construction documents. The design team may also recommend to the City the rejection of any work failing to conform to the contract documents. Key tasks during this phase will include:
 - (a) Attendance at pre-construction meeting.
 - (b) Assist in preparing addenda.
 - (c) Review submittals and shop drawings from contractors / specialized vendors.
 - (d) Preparation of additional drawings (for clarification of minor items arising during construction).
 - (e) Provide responses to requests for information from contractor.
 - (f) Coordinate with City and various subconsultants as needed.
 - (g) Review contractor price requests and change orders and provide inputs to City.
 - (h) Attend up-to thirty (30) periodic construction meetings (in-person) during the course of construction.
 - (i) Assist with inspections for specialty work
 - (j) Interim and final punch list walks to verify completion
 - (k) Review of as-builts / record drawings prepared by contractors.
 - (l) Coordinate 'Lessons Learnt' meeting with the City at the culmination of the project
- ii) AQUATICS SUB-CONSULTANT
 - (1) AQUATICS SUB-CONSULTANT shall be a representative of and shall advise and consult with the City:
 - (a) during construction until final payment to the Contractor is due; and
 - (b) as an Additional Service (after approval) at the City's direction from time to time during the correction period described in the Contract for Construction.

- (2) AQUATICS SUB-CONSULTANT shall have authority to act on behalf of the City only to the extent provided in this proposal unless otherwise modified. AQUATICS SUB-CONSULTANT shall provide the following construction support services:
 - (a) Provide clarifications, as required, of construction documents and respond to contractor requests for information.
 - (b) Review and approval of spray ground-related sample and material submittals specified in the Contract Documents.
 - (c) Assistance with the issuance and negotiation of change orders.
 - (d) Review of contractor-submitted Record Drawings for contract conformance and completeness based upon field observations.
- (3) AQUATICS SUB-CONSULTANT shall visit the site at intervals appropriate to the stage of construction or otherwise agreed to by the City and AQUATICS SUB-CONSULTANT in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, AQUATICS SUB-CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations, AQUATICS SUB-CONSULTANT shall keep the City informed of the progress and quality of the Work and shall endeavor to guard the City against defects and deficiencies in the work.
- (4) Construction Observation Services:
 - (a) AQUATICS SUB-CONSULTANT shall visit the offices of the City and/or the Project Site in conformance with the following schedule:
 - (i) Design Phases: Two (2) site visits
 - (ii) Construction Observation Phase: Four (4) site visits

iii) ELECTRICAL SUB-CONSULTANT

ELECTRICAL SUB-CONSULTANT shall be a representative of and shall advise and consult with the City:

- (1) during construction until final payment to the Contractor is due; and
 - (2) as an Additional Service (after approval) at the City's direction from time to time during the correction period described in the Contract for Construction. ELECTRICAL SUB-CONSULTANT shall have authority to act on behalf of the City only to the extent provided in this proposal unless otherwise modified. ELECTRICAL SUB-CONSULTANT shall provide the following construction support services:
 - (a) Provide clarifications, as required, of construction documents and respond to contractor requests for information.
 - (b) Review and approval of spray ground-related sample and material submittals specified in the Contract Documents.
 - (c) Assistance with the issuance and negotiation of change orders.
 - (d) Review of contractor-submitted Record Drawings for contract conformance and completeness based upon field observations.
- iv) ELECTRICAL SUB-CONSULTANT shall visit the site at intervals appropriate to the stage of construction or otherwise agreed to by the City and ELECTRICAL SUB-CONSULTANT in writing to become generally familiar with the progress and quality of the Work completed

and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, ELECTRICAL SUB-CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations, ELECTRICAL SUB-CONSULTANT shall keep the City informed of the progress and quality of the Work and shall endeavor to guard the City against defects and deficiencies in the work.

(1) Construction Observation Services:

ELECTRICAL SUB-CONSULTANT shall visit the offices of the City and/or the Project Site in conformance with the following schedule:

- (a) RFI responses, and submittal review.
- (b) (2) site visits to the project site per landscape architects' / City's direction.
- (c) Provide submittal reviews as requested at various milestones.

Task 7: Construction Administration Cost: \$90,000, to be billed hourly. See attached fee schedule.

i) **Task 8: CEQA/NEPA Coordination**

As part of the Phase I report, no evidence of Recognized Environmental Concerns (RECs) were found by the environmental consultants so the need for any soil sampling/observation during construction is not anticipated. In case any unanticipated items need to be addressed, the allowance below will be used towards that effort.

Task 8 Cost: \$5,000, to be billed hourly. See attached fee schedule.

j) **Task 9: Meetings/Coordination & Processing**

- i) An agenda will be prepared prior to, and minutes will be provided after each meeting.
- ii) Meeting #1 Mtg. w/ City to discuss basis of design for initiating design development phase / Virtual
- iii) Meeting #2 Mtg. w/ City to discuss design development submittal / Virtual
- iv) Meeting #3: Pre-application meeting with City and DSA
- v) Meeting #4: Mtg. w/ City to discuss 50% PS&E submittal / Virtual
- vi) Meeting #5: Mtg. w/ City and DSA to discuss comments as-needed
- vii) Meeting #6: Mtg. w/ City to discuss 90% PS&E submittal / Virtual
- viii) Meeting #7: Mtg. w/ City and DSA to discuss comments as-needed
- ix) Meeting #8: Mtg. w/ City to discuss 100% PS&E submittal / Virtual
- x) Meetings #9-12: Up-to four (4) additional miscellaneous meetings with the City as needed

Task 9 Cost: \$8,000 to be billed hourly. See attached fee schedule.

k) **Task 10: Reimbursables**

Printing, travel expenses & shipping/deliverables

Task 10 Budget: \$7,500 plus 10%

Total Costs (Tasks 1 – 10): \$470,000

Special Note:

Build America / Buy America requirements (BABA)-

BABA will eventually require all iron, steel, manufactured products, and all raw materials used in construction to be produced in the U.S. Currently only applicable to iron & steel. Covered infrastructure: defined as building & real property (including housing), utilities, water systems, electrical transmission facilities & systems, broadband, and transportation. The design team is to ensure that any items containing iron or steel specified for the project meet this requirement and applicable documentation is available. The Consultant team will track all iron/steel items and their manufacturing information as part of the project scope.

Assumptions / Limitations:

In the event that unusual soil conditions such as expansive soils, fill soils, soils with low bearing capacity (under 2,000 psf), and high-water tables which require additional engineering are encountered, AQUATICS SUB-CONSULTANT will need to request an additional service to be processed. This includes piles, piers, and/or mat slabs, and dewatering systems etc.

AQUATICS SUB-CONSULTANT’s scope of work assumes that the architectural / structural design of the splash pad’s wet play equipment, including engineered shop drawings are to be furnished by specialty vendors (AQUATICS SUB-CONSULTANT will coordinate this effort as part of their contracted scope).

- Excludes arborist services / tree removal recommendations.
- Excludes preparation of 3D renderings or other presentation graphics.
- Excludes preparation of certificates of completion – this is to be completed by the general contractor or City upon project acceptance and completion.
- Excludes miscellaneous plan check/ permit fees / inspection or other fees as may be required by DSA /other regulatory agencies.
- Assumes new irrigation can be connected to existing park irrigation system, with regards to mainlines.
- Lateral lines not to be reused except in RWC approved cases (after review by City’s irrigation tech).
- Excludes additional design options or incorporating additional rounds of comments, beyond what is listed in this proposal.

4) Compensation:

Consultant will be paid monthly pursuant to invoices consistent with Section 6, Compensation, for each task as identified below:

Task	Description of Task and Payment Terms	Amount
Task 1	Design Development Phase – Landscape Architecture and Civil Engineering, Consultant to be compensated on an hourly basis for a not to exceed amount of:	\$63,100
Task 2	Construction Documents (50%, 90% and 100% PS&E) – Landscape Architecture and Civil Engineering, Consultant to be compensated on an hourly basis for a not to exceed amount of:	\$174,850
Task 3	SWPPP (Stormwater Pollution Prevention Plan), Consultant to be compensated upon City’s acceptance of deliverable in a lump sum basis of:	\$4,000
Task 4	Aquatic Design Scope of Work (50%, 90% and 100% PS&E) Consultant to be compensated on an hourly basis for a not to exceed amount of:	\$78,650

Task 5	Electrical Engineering Scope of Work (50%, 90% and 100% PS&E) Consultant to be compensated on an hourly basis for a not to exceed amount of:	\$26,400
Task 6	PERMITTING / BID/ NEGOTIATION PHASE Consultant to be compensated on an hourly basis for a not to exceed amount of:	\$12,500
Task 7	Construction Administration Cost Consultant to be compensated on an hourly basis for a not to exceed amount of:	\$90,000
Task 8	CEQA/NEPA Coordination Consultant to be compensated on an hourly basis for a not to exceed amount of:	\$5,000
Task 9	Meetings/Coordination & Processing Consultant to be compensated on an hourly basis for a not to exceed amount of:	\$8,000
Task 10	Reimbursables Printing, travel expenses & shipping/deliverables to be billed at cost plus 10% for an amount not to exceed of:	\$7,500

O'Dell Engineering
FEE SCHEDULE
 August 2023

<u>Classification:</u>	<u>Regular Hourly Rate:</u>
Principal	\$295
Senior Civil Engineer	\$230
Senior Engineer 2	\$210
Senior Engineer 1	\$194
Engineer 2	\$190
Engineer 1	\$180
Assistant Engineer 2	\$155
Assistant Engineer 1	\$140
Senior Landscape Architect 2	\$210
Senior Landscape Architect 1	\$190
Landscape Architect 2	\$180
Landscape Architect 1	\$170
Landscape Designer 3	\$165
Landscape Designer 2	\$155
Landscape Designer 1	\$145
Planner	\$185
Assistant Planner	\$150
Dry Utility Project Manager 2	\$180
Dry Utility Project Manager 1	\$160
Utility Engineer	\$145
CADD Operator 2	\$125
CADD Operator 1	\$100
Surveyor Manager	\$215
Senior Land Surveyor	\$205
Senior Surveyor 2	\$200
Senior Surveyor 1	\$180
Surveyor 2	\$160
Surveyor 1	\$150
Assistant Surveyor 2	\$140
Assistant Surveyor 1	\$125
Survey Crew 2-man/1-man	\$330/\$190
Survey Crew 2-man/1-man (Prevailing Wage)	\$416/\$240
Administrative 3	\$150
Administrative 2	\$130
Administrative 1	\$110
<u>Outside Services & Reproduction:</u>	Actual cost plus 10%
Cost of services and expenses charged to O'Dell Engineering by outside consultants, commercial printers, and professional or technical firms engaged in connection with the project.	
<u>Travel:</u>	Actual cost plus 10%
Mileage, per diem, and subsistence are not normally charged to the client unless specific prior authorization is negotiated between client and consultant.	

Hoover Park Master Plan Rendering

ILLUSTRATIVE PLAN



REV: 11-09-23 VR

MAYOR JEFF GEE
VICE MAYOR LISSETTE ESPINOZA-GARNICA
COUNCIL MEMBER ALICIA C. AGUIRRE
COUNCIL MEMBER KAIA EAKIN
COUNCIL MEMBER DIANE HOWARD
COUNCIL MEMBER ELMER MARTINEZ SABALLOS
COUNCIL MEMBER CHRIS STURKEN

DRAFT MINUTES

1017 MIDDLEFIELD ROAD
REDWOOD CITY, CA

JOINT CITY COUNCIL/
SUCCESSOR AGENCY/
PUBLIC FINANCE AUTHORITY
REGULAR MEETING AGENDA
Monday, October 23, 2023, 6:00 PM

1. **CALL TO ORDER** – Mayor Gee called the meeting to order at 6:00 p.m.

2. **ROLL CALL** – All Council Members were present.

Staff present: City Manager Melissa Stevenson Diaz, City Attorney Veronica Ramirez, Interim City Clerk Yessika Castro.

3. **PLEDGE OF ALLEGIANCE** – Council Member Martinez Saballos led the pledge of allegiance.

4. **CLOSED SESSION**

There was no public comment.

The City Council convened a Closed Session at 6:04 p.m. to discuss the following:

4.A. Closed session regarding labor negotiations pursuant to California Government Code Section 54957.6, and existing litigation pursuant to California Government Code Section 54956.9 (d)(1)

1. CONFERENCE WITH LABOR NEGOTIATORS

Closed session regarding labor negotiations pursuant to California Government Code Section 54957.6:

City’s Negotiators: Kelly Tuffo, Liebert Cassidy Whitmore
Michelle Katsuyoshi, Human Resources Director

Employee Organizations: Executive Management
Redwood City Management Employees Association

Redwood City Police Supervisors Association

2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Closed session regarding litigation that has been initiated formally pursuant to paragraph (1) of subdivision (d) of California Government Code Section 54956.9:

Name of Cases: *Francesca Fambrough, et al. v. City of Redwood City, San Mateo County Superior Court Case No. 17CIV05387*

Tania Sole v. City of Redwood City, et al., San Mateo County Superior Court Case No. 17CIV04898

Unlawful Detainer Proceedings, San Mateo County Superior Court Case No. 18UDL00809; 18UDL00903

Hannig Environmental Research Organization (HERO) v. City of Redwood City, et al., San Mateo County Superior Court Case No. 23CIV03421

At 7:42 p.m., the City Council reconvened the regular meeting.

City Attorney Veronica Ramirez reported the following action:

Regarding existing litigation, the City Council unanimously approved two written settlement agreements – one with Tania Sole, and a second with John Chambers – that resolve litigation and claims between the city and both Tania Sole and John Chambers, relative to the Docktown Marina and Docktown Plan. Tania Sole and John Chambers have each agreed to the settlement prior to the Closed Session, that upon the City Council’s vote approving the settlements, the city has taken final reportable action.

Principal terms of the settlement agreements are as follows:

- **The city will pay John Chambers \$190,000 for Docktown-related compensation. There will be mutual release of claims including dismissal of actions. John Chambers will vacate Docktown by November 27, 2023.**
- **The city will pay Tania Sole \$190,000 for Docktown-related compensation and \$8,000 in attorney fees with mutual release of claims including dismissal of actions. Tania Sole will vacate Docktown within 14 days of settlement.**

5. PRESENTATIONS/ACKNOWLEDGEMENTS

5.A. Presentation by Carolyn Hoskins on the Domini Hoskins Black History Museum

Carolyn Hoskins gave an overview of the Domini Hoskins Black History Museum which is planned to have permanent residence in Redwood City.

6. PUBLIC COMMENT ON THE CONSENT CALENDAR, MATTERS OF COUNCIL INTEREST AND ITEMS NOT ON THE AGENDA

The following members of the public provided comments:

- John Thivierge
- Kimberly Gopar and Abel Chavez
- Steven Howard
- Kathy Miller
- Penny and George Erickson
- Ingrid Kerstan

7. CONSENT CALENDAR

Mayor Gee stated that due to his parent company being affiliated with the contractor, he will be recused from voting on item 7B.

Motion and second, Howard and Martinez Saballos, to approve the Consent Calendar, except item 7B, passed unanimously by electronic vote.

Motion and second, Martinez Saballos and Eakin, to approve item 7B, passed 6-0-1 with Mayor Gee recused.

7.A. Side Letter between City of Redwood City and the Service Employees International Union (SEIU) Local 521 regarding registration and employee discount for child-based recreation programs (304)

Recommendation:

By motion, approve Side Letter between City of Redwood City and the Service Employees International Union (SEIU) Local 521 regarding registration and employee discount for child-based recreation programs.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

7.B. Final acceptance of construction improvements for the development at 1304 El Camino Real and release of associated bonds (304)

Recommendation:

By motion, accept the construction improvements for the development at 1304 El Camino Real and authorize release of the bonds in accordance with the Subdivision Improvement Agreement.

CEQA:

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

7.C. Loan agreement, parcel map and associated agreements for the Broadway Plaza development by SI XX, LLC (304) Reso 16183 (0102)

Recommendation:

1. Adopt a resolution approving an appropriation amendment to increase the Affordable Housing Impact Fee Fund expenditure budget by \$20,000 using available fund balance; and approving and authorizing the City Manager to execute a \$20,000 Loan Agreement and all related documents with SI 78, LLC, or a limited partnership or special purpose entity controlled or managed by SI 78, LLC and to take all actions necessary to complete this transaction;
2. By motion, approve Parcel Map 2019-009 for the Broadway Plaza development at 1401 Broadway;
3. By motion, approve and authorize the City Manager to execute a Subdivision Improvement Agreement with SI XX, LLC, subject to any minor, clarifying and conforming changes approved by the City Attorney;
4. By motion, approve and authorize the City Manager to execute a Landscape Maintenance Agreement with SI XX, LLC, subject to any minor, clarifying and conforming changes approved by the City Attorney;
5. By motion, approve and authorize the City Manager to execute a Stormwater Treatment Measures Maintenance Agreement with SI XX, LLC, subject to any minor, clarifying and conforming changes approved by the City Attorney;
6. By motion, approve and authorize the City Manager to execute an Easement and Maintenance Agreement with SI XX, LLC, subject to any minor, clarifying and conforming changes approved by the City Attorney;
7. By motion, approve and authorize the City Manager to execute a Housing Affordability Agreement with SI XX, LLC and SI 78, LLC subject to any minor, clarifying and conforming changes approved by the City Attorney, and to take all actions necessary to carry out the Housing Affordability Agreement; and
8. By motion, approve and authorize the City Manager to execute Agreements Regarding Improvements in Right-Of-Way, Waiver, Release and Hold Harmless SI XX, LLC, subject to any minor, clarifying and conforming changes approved by the City Attorney.

CEQA:

Environmental Impact Report

- 7.D. Waive second reading and adopt an ordinance to update certain fees and charges for the City Manager's Office, Community Development and Transportation, Fire, Library, Parks, Recreation, and Community Services, Police, Public Works, and Special Events (301) Ord 2530 (0015)**

Recommendation:

Waive second reading and adopt Uncodified Ordinance updating and adopting certain fees for the City Manager's Office, Community Development and Transportation, Fire, Library, Parks, Recreation, and Community Services, Police, Public Works, and Special Events.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

- 7.E. Approve October 9, 2023 City Council Minutes (301)**
- 7.F. Approve claims and checks from October 23, 2023 to November 13, 2023 and the usual and necessary payments through November 13, 2023 (303)**

8. BOARDS, COMMISSIONS AND COMMITTEES WORK PLANS

- 8.A. Library Board Work Plan for FY 2023-24 and FY 2024-25 (209)**

Library Director Derek Wolfgram introduced the item, and Library Board Chair Anne Callery gave a presentation.

There was no public comment.

Recommendation:

By motion, approve the proposed Library Board Work Plan for FY 2023-24 and FY 2024-25.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

Motion and second, Espinoza-Garnica and Martinez Saballos, to approve the proposed Library Board Work Plan for FY 2023-24 and FY 2024-25, passed unanimously by electronic vote.

9. PUBLIC HEARINGS - None

10. STUDY SESSIONS

10.A. Update on Homelessness Initiatives Work Plan

Homeless and Human Services Manager Teri Chin gave a presentation.

The following members of the public provided comments:

- Clara Jaeckel

Recommendation:

Hold a study session and provide individual Council Member input to staff on the ongoing implementation of the City's Homelessness Initiatives Work Plan. No formal action will occur at this meeting.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

A Study Session was held. No formal action was taken.

11. STAFF REPORTS

11.A. Compensation adjustments for the City Manager and City Attorney, and amendments to the City's Classification and Wage and Salary Plan to update the salary ranges to incorporate the compensation adjustments for the City Manager and City Attorney (905)

Human Resources Director Michelle Katsuyoshi gave a presentation.

The following members of the public provided comments:

- John Thivierge
- Gerd S
- Kevin Thorpe
- Steven Howard
- Chris Robell
- Lisa Miller
- Laura Haberlin
- Kendra Bronstein
- Donna Cohen
- Elise Dixon
- Anonymous
- Julie Pardini
- Molly Tinney
- L Miller

- Christopher Keane
- Todd Freeman
- Alicia Kabelac
- Steve Sanders

Recommendation:

1. Adopt a resolution approving and authorizing the Mayor to execute the sixth amendment to the employment agreement for the City Manager to provide for adjustment to salary, and amending the City's Classification and Wage and Salary Plan to update the salary range to incorporate the compensation adjustments for the City Manager; and
2. Adopt a resolution approving and authorizing the Mayor to execute the fifth amendment to the employment agreement for the City Attorney to provide for adjustment to salary, and amending the City's Classification and Wage and Salary Plan to update the salary range to incorporate the compensation adjustments for the City Attorney.

CEQA:

This is not a project under California Environmental Quality Act (CEQA)

Motion and second, Aguirre and Espinoza-Garnica, to:

- 1. Adopt a resolution approving and authorizing the Mayor to execute the sixth amendment to the employment agreement for the City Manager to provide for adjustment to salary, and amending the City's Classification and Wage and Salary Plan to update the salary range to incorporate the compensation adjustments for the City Manager; and**
- 2. Adopt a resolution approving and authorizing the Mayor to execute the fifth amendment to the employment agreement for the City Attorney to provide for adjustment to salary, and amending the City's Classification and Wage and Salary Plan to update the salary range to incorporate the compensation adjustments for the City Attorney.**

The motion passed unanimously by electronic vote.

12. MATTERS OF COUNCIL INTEREST

12.A. City Council Member Report of Conferences Attended

12.B. City Council Committee Reports

A. Finance/Audit Sub-Committee

Council Member Eakin gave an update.

B. Utilities Sub-Committee

Vice Mayor Espinoza-Garnica gave an update.

Mayor Gee reported the formation of an Ad Hoc Committee to provide input to staff on a potential development agreement for the American Legion project.

12.C. City Manager (Oral) Update

City Manager Melissa Stevenson Diaz reported on the following:

- Property manuals mailed to property owners along Cordilleras Creek regarding creek maintenance and responsibility
- United Against Hate Week and related events through the Redwood City Public Library
- Upcoming agenda items for the November 13 (Caltrain grade separation study) and November 27 City Council meetings (police and fire studies implementation and revenue generation options)

13. ADJOURNMENT – Mayor Gee adjourned the meeting at 10:59 p.m.

Respectfully submitted for approval,

Yessika Castro, CMC, CPMC
City Clerk



STAFF REPORT

To the Honorable Mayor and City Council From the City Manager

DATE: November 13, 2023

SUBJECT

Tax Equity and Fiscal Responsibility Act (TEFRA) hearing on issuance of tax-exempt bonds for the 353 Main Street Family Apartments

RECOMMENDATION

1. Conduct a TEFRA hearing in consideration of the issuance of Tax-Exempt Bonds by the California Statewide Communities Development Authority to provide financing for the acquisition, construction, improvement, and equipping of a 125-unit multifamily rental housing project generally known as 353 Main Street Family Apartments; and
2. Adopt a resolution approving the issuance of Tax-Exempt Bonds by the California Statewide Communities Development Authority not to exceed \$70,000,000, for the benefit of 353 Main Street Family Apartments, L.P., to provide financing for the acquisition, construction, improvement, and equipping of 353 Main Street Family Apartments and certain other matters related thereto.

STRATEGIC PLAN GUIDING PRINCIPLE

Housing

BACKGROUND

On November 5, 2018, after conducting a public hearing in compliance with the Tax Equity and Fiscal Responsibility Act (TEFRA Hearing), the City Council unanimously adopted Resolution No. 15716, authorizing the issuance of tax-exempt bonds by the California Statewide Communities Development Authority (CSCDA) in an aggregate principal amount not to exceed \$70,000,000 (the Bonds) for 353 Main Street Family Apartments, L.P. (the Borrower).

CSCDA is a joint powers authority sponsored by the League of California Cities (League) and the California State Association of Counties (CSAC). CSCDA was created by the League and CSAC in 1988 to

enable local government and eligible private entities access to low-cost, tax-exempt financing for projects that provide a tangible public benefit, contribute to social and economic growth and improve the overall quality of life in local communities throughout California. CSCDA is comprised of more than 530 members, including the City of Redwood City.

The proceeds of the Bonds were utilized to extend a loan to the Borrower, facilitating the financing of the acquisition and construction of the 353 Main Street Apartments. This project contains 125 affordable apartments, featuring 63 extremely low-income units and 61 very low-income units (Project).

Construction of the Project is substantially complete, with a Certificate of Occupancy issued on May 30, 2023, and 90% occupancy achieved in October 2023. Nonetheless, the Project has experienced delays due to issues with materials and labor supply, as well as utility connections, which has resulted in an extended timeline for lease-up. This extended timeline requires a federal tax law reissuance and a new TEFRA Hearing to provide members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project.

ANALYSIS

Adoption of the attached Resolution (Attachment A) is solely for the purposes of satisfying the requirements of the Tax Equity and Fiscal Responsibility Act (TEFRA), the Internal Revenue Code and the California Government Code Section 6500 (and following). This action will have no impact on the City's loan in the amount of \$3.5 million to the Project.

Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. A public notice was published on October 27, 2023. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

EQUITY IMPACT STATEMENT

This item is an administrative action that does not alter the affordable housing commitment made by the developer and approved by the City, as described in the Regulatory Agreement already recorded against the Project. Equity and/or inclusion was addressed in the approval process for the Project throughout by considering the need for affordable housing in the community, and, in particular, for extremely low and very low-income units.

FISCAL IMPACT

There is no fiscal impact to the City from this action, and no impact on the City's loan to the Project or lien priority. The Bonds will be issued as limited obligations of CSCDA, payable solely from revenues and receipts derived from a loan to be made by CSCDA to the Borrower with the Bond proceeds. The City bears no liability with respect to the issuance of the Bonds. Further, the City is not a party to any of the

8.A. - Page 3 of 7

financing documents related to the Bond issuance and is not named in any of the disclosure documents describing the Bonds or the proposed financing.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

PUBLIC NOTICE

A public notice was published on October 27, 2023 in the Redwood City Tribune (Attachment B).

ALTERNATIVES

The City Council could decide not to adopt the Resolution, which would prevent the Borrower from accessing essential bond financing to support existing affordable housing.

ATTACHMENTS

Attachment A – Resolution
Attachment B – Public Notice

REPORT PREPARED BY:

Rachel Horst, Housing Management Analyst
rhorst@redwoodcity.org
(650) 804-1095

APPROVED BY:

Patrick Heisinger, Interim Assistant City Manager
Melissa Stevenson Diaz, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY APPROVING THE ISSUANCE OF TAX-EXEMPT BONDS BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY NOT TO EXCEED \$70,000,000, FOR THE BENEFIT OF 353 MAIN STREET FAMILY APARTMENTS, L.P., TO PROVIDE FINANCING FOR THE ACQUISITION, CONSTRUCTION, IMPROVEMENT, AND EQUIPPING OF 353 MAIN STREET FAMILY APARTMENTS AND CERTAIN OTHER MATTERS RELATED THERETO.

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the “Agreement”), among certain local agencies throughout the State of California, including the City of Redwood City (the “City”), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

WHEREAS, 353 Main Street Apartments, L.P., a California limited partnership or a partnership of which ROEM Development Corporation (the “Developer”) or a related person to the Developer is the general partner, has requested that the Authority adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the “Code”) in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$70,000,000 in outstanding aggregate principal amount (the “Bonds”), to finance or refinance the acquisition, construction and development of a multifamily rental housing project located at 353 Main Street, Redwood City, California (the “Project”); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, the Bonds are required to be approved by the “applicable elected representative” of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this “City Council”) are the applicable elected representatives of the City of Redwood City (the “City”); and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AS FOLLOWS:

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitutes approval of the issuance of the Bonds by the Authority, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f) and (b) Section 9 of the Agreement.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents that they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing approved hereby.

Section 6. This Resolution shall take effect immediately upon its passage.

NOTICE OF PUBLIC HEARING
353 MAIN STREET FAMILY APARTMENTS

NOTICE IS HEREBY GIVEN that, at 6:00 p.m., or as soon thereafter as the matter can be heard, on Monday, November 13, 2023, at the Council Chambers at City Hall, 1017 Middlefield Road, Redwood City, California, the City Council of the City of Redwood City (the "City") will conduct a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), at which it will hear and consider information concerning a proposed plan of financing providing for the issuance by the California Statewide Communities Development Authority of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Code in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed \$70,000,000 in outstanding aggregate principal amount, to finance or refinance the acquisition, construction and development of a multifamily rental housing project located at 353 Main Street, Redwood City, California. The facilities are to be owned by 353 Main Street Apartments, L.P., a California limited partnership (the "Borrower") or a partnership of which ROEM Development Corporation (the "Developer") or a related person to the Developer is the general partner (the "Project").

Those wishing to comment on the proposed financing or refinancing and the nature and location of the Project may either appear in person at the public hearing or submit written comments, which must be received by the City prior to the hearing. Written comments should be sent to City of Redwood City at 1017 Middlefield Road, Redwood City, California 94063, Attention: City Clerk.

CITY CLERK
CITY OF REDWOOD CITY

Dated: October 27, 2023



STAFF REPORT

To the Honorable Mayor and City Council
From the City Manager

DATE: November 13, 2023

SUBJECT

Exception to Public Employees' Pension Reform Act 180-day waiting period to hire retired annuitants to perform Senior Accountant duties

RECOMMENDATION

1. Adopt a resolution for 180-day wait period exception and appointing Araceli Harris as Retired Annuitant Extra Help Senior Accountant; and
2. Adopt a resolution for 180-day wait period exception and appointing Carolyne Kerans as Retired Annuitant Extra Help Senior Accountant.

STRATEGIC PLAN GUIDING PRINCIPLE

Excellence in Government Operations

BACKGROUND

Assembly Bill 340, the Public Employees' Pension Reform Act of 2013, also known as PEPRA, was signed into law on September 12, 2012 and went into effect on January 1, 2013. PEPRA created Government Code Section 7522.56, which requires public agency retirees to wait 180 days after retirement before returning to work for a public agency. Government Code Section 7522.56(f)(1) provides an exception to this waiting period, if the City Council determines that the appointment of a retiree is necessary to fill a critically needed position and that the appointment has been approved by the governing body of the employer in a public meeting.

ANALYSIS

The Administrative Services Department is currently recruiting for a Finance Director and to fill a recently vacated Senior Accountant position. Also, there is a full-time incumbent within the department that will be on a leave of absence beginning in late November 2023 through May 2024. The Administrative Services Department requires specialized skills and experience in order to ensure continuity of operations in the Finance department, especially as it relates to the City's annual external financial audit and preparation of the Annual Comprehensive Financial Report. Staff is recommending that the City Council approve the appointment of two retired annuitants that have the experience and skills necessary to assist the Administrative Services Department during this period of transition.

There are a number of state laws and regulations governing post-retirement employment of a CalPERS retiree. Under Government Code Section 21224 the governing body of the contracting agency is authorized to hire extra help employment to perform work of limited duration to prevent a backlog, work on a special project, and/or for work that is in excess of what regular staff can do. Both Ms. Harris and Ms. Kerans possess the necessary experience and specialized skills to support department needs during this time of transition as it relates to the City's external annual financial audit and preparation of the Annual Comprehensive Financial Report.

To assist CalPERS employers, CalPERS provides a model resolution for public agencies to appoint a retired annuitant to an extra help position. Based on the model resolution, attached are resolutions certifying the appointment of Ms. Harris and Ms. Kerans on an extra help basis to support needs of the department in accordance with Government Code Section 21224.

EQUITY IMPACT STATEMENT

The City will demonstrate a commitment to equity and inclusion in the recruitment and hiring process for related permanent roles through our outreach and advertising efforts to attract a diverse candidate pool.

FISCAL IMPACT

There is no additional fiscal impact as funding will be covered by vacancy savings in the FY 2023-24 Adopted Budget.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because it has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

ALTERNATIVES

City Council could advise staff to consider other alternatives to meeting the needs of the City in accomplishing required work within the Finance Department.

ATTACHMENTS

Attachment A – Resolution - Araceli Harris
Attachment B – Resolution - Carolyn Kerans

REPORT PREPARED BY:

Laurel Blaemire, Retired Annuitant - Senior Human Resources Analyst
lblaemire@redwoodcity.org
(650) 780-7283

APPROVED BY:

Michelle Katsuyoshi, Human Resources Director
Melissa Stevenson Diaz, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY FOR EXCEPTION TO THE 180-DAY WAIT PERIOD AND APPOINTING ARACELI HARRIS AS RETIRED ANNUITANT EXTRA HELP SENIOR ACCOUNTANT

WHEREAS, in compliance with Government Code section 7522.56 the City of Redwood City must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Araceli Harris retired from the City of Oakland in the position of Finance Manager, effective August 1, 2023; and

WHEREAS, Government Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is January 29, 2024, without this certification resolution; and

WHEREAS, Government Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council of the City of Redwood City, the City of Redwood City, and Araceli Harris certify that Araceli Harris has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, over the past two years prior to retirement, Araceli Harris held the position of Finance Manager for the City of Oakland, and has significant experience and knowledge related to fiscal policies and procedures; and

WHEREAS, City Council of the City of Redwood City desires to appoint Araceli Harris as a retired annuitant to the position of Retired Annuitant Extra Help Senior Accountant for the City of Redwood City under Government Code section 21224 effective November 14, 2023 or upon approval from CalPERS to hire, whichever is later; and

WHEREAS, the entire employment agreement between Araceli Harris and the City of Redwood City has been reviewed by the City Council of the City of Redwood City and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retiree cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$13,334 per month and the hourly equivalent is \$76.93, and the minimum base salary for this position is \$11,118 per month and the hourly equivalent is \$64.13; and

WHEREAS, the hourly rate paid to Araceli Harris will be \$64.13; and

WHEREAS, Araceli Harris has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AS FOLLOWS:

1. The City Council of the City of Redwood City hereby certifies the nature of the appointment of Araceli Harris as described herein and detailed in the attached employment agreement and that this appointment is necessary to fill the critically needed position of Senior Accountant for the City of Redwood City effective November 14, 2023, or upon CalPERS approval to hire, whichever is later, because there is a current Senior Accountant vacancy, there has been multiple turnovers as well as an upcoming long term leave expected to begin at the end of November 2023, within the Finance Department, all at a time when critical year-end and annual comprehensive reporting activity is in process or to begin. With the position of Senior Accountant requiring personnel with a wide variety of skillsets in the area of payroll, budget, and fiscal reporting, the City has the need for Araceli Harris' expertise to provide work in excess of what regular staff can reasonably be expected to perform.

* * *

Office of City Manager



1017 Middlefield Road
P.O. Box 391
Redwood City,
California 94064
Telephone (650) 780-7300
FAX (650) 780-7225

A G R E E M E N T
FOR
RETIRED ANNUITANT APPOINTMENT

X-104 OFFICIAL / EXECUTIVE / PROFESSIONAL LEVEL II

Retired Annuitant
Extra Help Senior Accountant

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California, "City", and ARACELI HARRIS, "Retired Annuitant".

W I T N E S S E T H

WHEREAS, City requires professional services due to increased work load, transition within the department, and work in excess of what regular staff are able to reasonably do; and

WHEREAS, Retired Annuitant represents that they are qualified to furnish such services in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, the parties hereto agree as follows:

1. Contract Appointment

Retired Annuitant is hereby appointed to the position of RETIRED ANNUITANT EXTRA HELP SENIOR ACCOUNTANT for the City and as such shall perform the duties and services more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

2. Status

Retired Annuitant shall serve at the pleasure of the City Manager, subject to the terms and conditions hereof, and shall not acquire a property interest in employment or a right to continuing employment with the City of Redwood City. The terms, covenants, and conditions of Retired Annuitant's employment with the City are expressly limited by and to the terms, covenants and conditions of this Agreement.

3. Compensation

(a) Rate - Retired Annuitant shall be compensated for the performance of the above-described services at the rate of \$64.13 per hour. Payment of such compensation shall be made bi-weekly through Direct Deposit via electronic funds transfer (EFT) to Retired Annuitant's account at their financial institution.

(b) Schedule - Retired Annuitant's regular work schedule will be an average of 20 hours per week, not to exceed 960 hours in a fiscal year.

(c) Benefits - Retired Annuitant shall not be entitled to any benefits other than the hourly wage listed above.

4. Term

The term of this Agreement shall commence on November 14, 2023, or upon CalPERS approval, whichever is later, and shall expire upon completion of project work assigned which is estimated to be June 30, 2024, unless this Agreement is sooner terminated.

5. Termination

- (a) Either party may terminate this Agreement without cause upon giving the other party not less than two (2) weeks prior written notice.
- (b) Upon receipt of the termination notice from Retired Annuitant, City, at its option and sole discretion, may accelerate the termination of this agreement to any date after receipt of such notice from Retired Annuitant and before the date of termination specified in such notice. Any acceleration of the termination of this agreement shall be effective on written notice being delivered to Retired Annuitant by City. On any such acceleration by City, Retired Annuitant shall not be entitled to any payment in lieu of notice. Retired Annuitant shall receive payment for all accrued compensation pursuant to paragraph 3 above through the termination date, which for purposes of this subparagraph shall be the earlier of (i) the date on which the two (2) weeks referred to above expires, (ii) the date to which City elects

to accelerate the termination of this Agreement, or (iii) the date on which Retired Annuitant ceases performing duties under this Agreement.

(c) Notwithstanding anything to the contrary, Retired Annuitant shall, upon City's Notice of Termination deliver to the City a written status report of all projects or matters in which Retired Annuitant is involved.

(d) In the event of termination, all rights and obligations of the parties hereto shall thereupon cease. The provisions of this paragraph shall not be deemed a limitation upon the respective rights or remedies of the parties hereto which may accrue to them.

6. Standard of Performance

All services to be performed by Retired Annuitant pursuant to paragraph 1 hereof shall be performed in accordance with all applicable ordinances, policies, and rules and regulations of the City.

7. Non-assignability

Retired Annuitant shall not sub-contract, assign, sell, mortgage, hypothecate, or otherwise transfer Retired Annuitant's interests, rights, duties or obligations hereunder in any manner, without the express prior written consent of the City.

IN WITNESS WHEREOF, the parties hereto have executed this agreement
the day and year first hereinabove written.

CITY OF REDWOOD CITY,
a charter city and municipal corporation of
the State of California

BY:

Araceli Harris
Retired Annuitant

BY:

Michelle Poche Flaherty
Assistant City Manager

BY:

Michelle Katsuyoshi
Human Resources Director

BY:

Melissa Stevenson Diaz
City Manager

E X H I B I T A

**RETIRED ANNUITANT
EXTRA HELP SENIOR ACCOUNTANT
JOB DUTIES**

- Participate in the posting, balancing and reconciliation of the General Ledger and subsidiary accounts.
- Control budget for various City departments and projects determining if funds are available and expenditures properly classified; research and analyze transactions to resolve budget problems; provide analysis of available funds at management request.
- Prepare work papers, financial statements, and various reports for Federal, State and other outside agencies as well as for internal accounting.
- Prepare fund balance projections and review with operating departments.
- Provide assistance and information to outside auditors as required.
- Audit and process payments for various contracts and miscellaneous expenses.
- Monitor and report on the status of State and Federal grants; review and audit grant contracts, amendments, and other documents to ensure grant compliance.
- Monitor and maintain records on City's fixed assets.
- Prepare investment activity summary.
- Recommend or implement changes in accounting systems and procedures.
- Assist departmental personnel with budget activity, proper expenditure coding, document preparation and other accounting related activities.
- Perform related duties as assigned.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDWOOD CITY FOR EXCEPTION TO THE 180-DAY WAIT PERIOD AND APPOINTING CAROLYNE KERANS AS RETIRED ANNUITANT EXTRA HELP SENIOR ACCOUNTANT

WHEREAS, in compliance with Government Code section 7522.56 the City of Redwood City must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Carlyne Kerans retired from the City of Redwood City in the position of Principal Analyst, effective August 31, 2023; and

WHEREAS, Government Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is February 27, 2024, without this certification resolution; and

WHEREAS, Government Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council of the City of Redwood City, the City of Redwood City, and Carlyne Kerans certify that Carlyne Kerans has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, over the past nine years prior to retirement, Carlyne held the position of Senior Accountant (2014-2022) and Principal Analyst (2022-2023) for the City of Redwood City, and has significant experience and knowledge related to fiscal policies and procedures; and

WHEREAS, City Council of the City of Redwood City desires to appoint Carlyne Kerans as a retired annuitant to the position of Retired Annuitant Extra Help Senior Accountant for the City of Redwood City under Government Code section 21224, effective November 14, 2023 or upon approval from CalPERS to hire, whichever is later; and

WHEREAS, the entire employment agreement between Carlyne Kerans and the City of Redwood City has been reviewed by the City Council of the City of Redwood City and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

WHEREAS, the compensation paid to retiree cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$13,334 per month and the hourly equivalent is \$76.93, and the minimum base salary for this position is \$11,118 per month and the hourly equivalent is \$64.13; and

WHEREAS, the hourly rate paid to Carolyn Kerans will be \$70.00; and

WHEREAS, Carolyn Kerans has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDWOOD CITY AS FOLLOWS:

1. The City Council of the City of Redwood City hereby certifies the nature of the appointment of Carolyn Kerans as described herein and detailed in the attached employment agreement and that this appointment is necessary to fill the critically needed position of Senior Accountant for the City of Redwood City by November 14, 2023, or upon CalPERS approval to hire, whichever is later, because there is a current Senior Accountant vacancy, there has been multiple turnovers as well as an upcoming long term leave expected to begin at the end of November 2023 within the Finance Department, all at a time when critical year-end and annual comprehensive reporting activity is in process or to begin. With the position of Senior Accountant requiring personnel with a wide variety of skillsets in the area of payroll, budget, and fiscal reporting, the City has the need for Carolyn Kerans' expertise to provide work in excess of what regular staff can reasonably be expected to perform.

* * *

Office of City Manager



1017 Middlefield Road
P.O. Box 391
Redwood City,
California 94064
Telephone (650) 780-7300
FAX (650) 780-7225

A G R E E M E N T
FOR
RETIRED ANNUITANT APPOINTMENT

X-104 OFFICIAL / EXECUTIVE / PROFESSIONAL LEVEL II

Retired Annuitant
Extra Help Senior Accountant

THIS AGREEMENT made and entered into this _____ day of _____, 2023, by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California, "City", and CARLOYNE KERANS, "Retired Annuitant".

W I T N E S S E T H

WHEREAS, City requires professional services due to increased workload; and

WHEREAS, Retired Annuitant represents that they are qualified to furnish such services in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual terms, covenants, and conditions contained herein, the parties hereto agree as follows:

ATTY/RESO.0107/CC RESO RETIRED ANNUITANT CAROLYNE KERANS
REV: 11-06-23 MI

1. Contract Appointment

Retired Annuitant is hereby appointed to the position of RETIRED ANNUITANT EXTRA HELP SENIOR ACCOUNTANT for the City and as such shall perform the duties and services more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

2. Status

Retired Annuitant shall serve at the pleasure of the City Manager, subject to the terms and conditions hereof, and shall not acquire a property interest in employment or a right to continuing employment with the City of Redwood City. The terms, covenants, and conditions of Retired Annuitant's employment with the City are expressly limited by and to the terms, covenants and conditions of this Agreement.

3. Compensation

(a) Rate - Retired Annuitant shall be compensated for the performance of the above-described services at the rate of \$70 per hour. Payment of such compensation shall be made bi-weekly through Direct Deposit via electronic funds transfer (EFT) to Retired Annuitant's account at their financial institution.

(b) Schedule - Retired Annuitant's regular work schedule will be an average of 16 hours per week, not to exceed 960 hours in a fiscal year.

- (c) Benefits - Retired Annuitant shall not be entitled to any benefits other than the hourly wage listed above.

4. Term

The term of this Agreement shall commence on November 14, 2023, or upon CalPERS approval, whichever is later, and shall expire upon completion of project work assigned which is estimated to be June 30, 2024, unless this Agreement is sooner terminated.

5. Termination

- (a) Either party may terminate this Agreement without cause upon giving the other party not less than two (2) weeks prior written notice.
- (b) Upon receipt of the termination notice from Retired Annuitant, City, at its option and sole discretion, may accelerate the termination of this agreement to any date after receipt of such notice from Retired Annuitant and before the date of termination specified in such notice. Any acceleration of the termination of this agreement shall be effective on written notice being delivered to Retired Annuitant by City. On any such acceleration by City, Retired Annuitant shall not be entitled to any payment in lieu of notice. Retired Annuitant shall receive payment for all accrued compensation pursuant to paragraph 3 above through the termination date, which for purposes of this subparagraph shall be the earlier of (i) the date on which the two (2) weeks referred to above expires, (ii) the date to which City elects to accelerate the termination of this Agreement, or (iii) the

date on which Retired Annuitant ceases performing duties under this Agreement.

(c) Notwithstanding anything to the contrary, Retired Annuitant shall, upon City's Notice of Termination deliver to the City a written status report of all projects or matters in which Retired Annuitant is involved.

(d) In the event of termination, all rights and obligations of the parties hereto shall thereupon cease. The provisions of this paragraph shall not be deemed a limitation upon the respective rights or remedies of the parties hereto which may accrue to them.

6. Standard of Performance

All services to be performed by Retired Annuitant pursuant to paragraph 1 hereof shall be performed in accordance with all applicable ordinances, policies, and rules and regulations of the City.

7. Non-assignability

Retired Annuitant shall not sub-contract, assign, sell, mortgage, hypothecate, or otherwise transfer Retired Annuitant's interests, rights, duties or obligations hereunder in any manner, without the express prior written consent of the City.

IN WITNESS WHEREOF, the parties hereto have executed this agreement
the day and year first hereinabove written.

CITY OF REDWOOD CITY,
a charter city and municipal corporation of
the State of California

BY:

Carolyne Kerans
Retired Annuitant

BY:

Michelle Poche Flaherty
Assistant City Manager

BY:

Michelle Katsuyoshi
Human Resources Director

BY:

Melissa Stevenson Diaz
City Manager

E X H I B I T A

**RETIRED ANNUITANT
EXTRA HELP SENIOR ACCOUNTANT
JOB DUTIES**

- Participate in the posting, balancing and reconciliation of the General Ledger and subsidiary accounts.
- Control budget for various City departments and projects determining if funds are available and expenditures properly classified; research and analyze transactions to resolve budget problems; provide analysis of available funds at management request.
- Prepare work papers, financial statements, and various reports for Federal, State and other outside agencies as well as for internal accounting.
- Prepare fund balance projections and review with operating departments.
- Provide assistance and information to outside auditors as required.
- Audit and process payments for various contracts and miscellaneous expenses.
- Monitor and report on the status of State and Federal grants; review and audit grant contracts, amendments, and other documents to ensure grant compliance.
- Monitor and maintain records on City's fixed assets.
- Prepare investment activity summary.
- Recommend or implement changes in accounting systems and procedures.
- Assist departmental personnel with budget activity, proper expenditure coding, document preparation and other accounting related activities.
- Perform related duties as assigned.



STAFF REPORT

To the Honorable Mayor and City Council From the City Manager

DATE: November 13, 2023

SUBJECT

Receive a summary update on the Caltrain Grade Separation Study including a review of the alternatives and select a preferred alternative for further study

RECOMMENDATION

1. Receive a summary update on the Caltrain Grade Separation Study and provide any additional guidance and direction; and
2. By motion, select Alternative 1A for further study (preliminary engineering and environmental review) and direct staff to proceed with project development.

STRATEGIC PLAN GUIDING PRINCIPLE

Transportation

BACKGROUND

In 2009, San Mateo County Transportation Authority (SMCTA) initiated a study, referred to as Footprint Study, to present the technically feasible alternatives for grade separating the six at-grade Caltrain railroad crossings in Redwood City at Chestnut Street, Main Street, Maple Street, Broadway, Brewster Avenue, and Whipple Avenue. Upon completion of the Footprint Study, none of the alternatives were advanced due to the potential costs and impacts associated with a grade separation project.

In late 2017, the City applied for \$750,000 in Measure A Grade Separation Program funding to study separating Whipple Avenue and the railroad tracks. When considering approval of a memorandum of understanding (MOU) with the San Mateo County Transportation Authority (TA) and the Caltrain Joint Powers Board (Caltrain) for completion of the grade separation study, the City Council approved the MOU at its October 1, 2018, meeting and directed staff to exclude alternatives that would lower the tracks (trenching or tunneling) below grade due to technical and environmental challenges and their associated costs. In 2019, City in partnership with Caltrain started the Study to reevaluate the Footprint Study's

alternatives, identify any other feasible alternatives, complete community outreach, evaluate the alternatives against community priorities, and identify a recommended alternative. Caltrain Business Plan's 2040 Long Range Service Vision for the Redwood City station is a four-track mid-peninsula hub; therefore, all alternatives in the Grade Separation Study include a four-track station.

The Caltrain Grade Separation Study's goals are to:

1. Analyze feasible alternatives for the six at-grade crossings
2. Decide on a long-term strategy for grade separations
3. Prepare a conceptual level design for the first phase grade separation project

Reasons why grade separations are being considered are to: reduce traffic operational issues at and around the existing Caltrain crossings, increase bicycle and pedestrian safety, and to decrease expected future traffic delays across the City due to the growth in vehicle traffic, greater frequency of Caltrain service, and the eventual addition of high-speed rail service to the Peninsula corridor. Grade separations eliminate the conflict between train movement and other modes of transportation (motor vehicles, bicycles, pedestrians) on crossing roads. Between 1977 and June 2022, 31 collisions took place between trains and others crossing the six at-grade crossings in Redwood City. Table 1 summarizes these collisions:

Table 1: Total Number of Collisions Between Trains and Other Modes of Transportation at Six At-Grade Crossings in Redwood City (1977 through June 2022), Source Federal Railroad Administration database

Location	Total Number of Incidents	Fatalities	Injuries	No Injuries (Property Damage only)
Whipple Avenue	8	2	2	4
Brewster Avenue	6	5	0	1
Broadway	0	0	0	0
Maple Street	2	0	0	2
Main Street	6	4	1	1
Chestnut Street	9	3	0	6
Total	31	14	3	14

In addition, the desire for grade separations was identified in the following policy documents:

- Transportation continues to be one of the City Council's [Strategic Priorities](#) and one of the FY 23-24 [goals](#) is to develop the scope, schedule and budget for the next phase of the project.
- [RWCmoves](#), the citywide transportation plan, identified grade separations of the six Caltrain crossings as signature projects and recommended studying their feasibility.
- The City's adopted [Transit District Plan](#), within the Downtown area, supports relocation of the transit center to the north to provide space for a four-track transfer station, a new bus depot, and improved multimodal connections.

Alternatives

The original 2009 Footprint Study assessed the following six options at each at-grade crossings individually including:

- Rail at-grade, roadway elevated

- Rail at-grade, roadway lowered
- Rail elevated, roadway at-grade
- Rail lowered, roadway at-grade
- Rail partially elevated, roadway partially lowered
- Rail partially lowered, roadway partially elevated

Two additional alternatives were also considered; one that grade separated all the crossings by raising the rail, the second separated all the crossings by lowering the rail. The current Study reassessed these 38 possible alternatives. Through several internal technical workshops, most of these alternatives were eliminated due to infeasibility because of their high impact on utilities, parking, surrounding streets, adjacent properties, or implementation cost. The remaining alternatives were studied further, with an understanding that some adjacent crossings would have to be separated together due to their physical proximity to one another.

ANALYSIS

Studied Alternatives

Four feasible alternatives were studied in more depth and presented to the community as follows:

- **Alternative 1:** Grade separation of all six existing at-grade crossings by raising the tracks throughout the City's limits, from just north of Cordilleras Creek (south of Howard Avenue in San Carlos) to just north of Woodside Road.
- **Alternative 2:** Similar to Alternative 1, a citywide raise of the tracks to grade separate all six existing at-grade crossings, except construction would be done in two phases with the northern crossings (Whipple Ave, Brewster Ave, and Broadway) in Phase 1 and the southern crossings (Maple St, Main St, and Chestnut St) in Phase 2. Reconstruction of the Jefferson Avenue Overcrossing (OC) would be completed in Phase 1.
- **Alternative 3:** Similar to Alternative 2, except the reconstruction of the Jefferson Avenue OC would be deferred to Phase 2. To keep Broadway open to vehicular traffic, the road would have to be lowered about 17 feet, creating significant impact to adjacent properties or Broadway would have to be closed to vehicular traffic which would create a significant impact to transit operations.
- **Alternative 4:** Grade separation of Whipple Avenue only via a partial raise of the tracks and a partial lowering of the Whipple Avenue, El Camino Real, and Stafford St. All other rail crossings (Brewster Avenue, Broadway, etc.) would remain at-grade.

Feedback from the public was collected about these four alternatives in 2021. Based on a conceptual engineering analysis and the public's feedback, the City and Caltrain came to the following conclusions:

- Alternative 4 only grade separates Whipple Avenue, but requires an at-grade, four-track station at Brewster Avenue and Broadway. Since the California Public Utilities Commission (CPUC) would likely not approve a four-track at-grade crossing, the Brewster Avenue and Broadway crossings would have to be closed to all motor vehicle traffic. This alternative was eliminated from further consideration in the study due to the access and mobility challenges of closing both Brewster Avenue and Broadway, the limited community support to only grade separate Whipple Avenue, and the strong community desire to grade separate both Brewster Avenue and Broadway.
- With increased Caltrain service and implementation of a four-track station, Whipple Avenue, Brewster Avenue, and Broadway would be grade separated and open to all modes (vehicles, bikes,

and pedestrians). Keeping Broadway open to motor vehicles was desirable to maintain access to the Downtown and to provide convenient bus service to the new station.

- Any grade separation at Maple Street would be for pedestrians and bicyclists only because lowering Maple Street to provide vertical clearance under the tracks for motor vehicles would result in significant physical and environmental impacts to Redwood Creek (Main Branch).
- Of the three southern crossings, Main Street carries the most traffic, so it is a priority to stay open to all modes.
- If all six crossings were to be grade separated, the public expressed a preference to complete them all at once (versus in two phases). In addition, a phased approach was not desirable as this would result in significant additional costs, more impact to the community, such as longer construction times (two separate construction contracts, potentially decades apart), and a higher cost overall.

These conclusions resulted in refinements of Alternatives 1 and 2 and the elimination of Alternatives 3 and 4.

Refined Alternatives

As a result of the first round of public outreach (January – May 2021) and the conclusions noted above, the following three alternatives were presented to the public in May 2022 for final consideration. Renderings of the refined alternatives can be viewed at the [project webpage](#).

Alternative 1A: A citywide raise of the tracks with grade separations at all six rail crossings. This alternative proposes to raise the railroad from approximately 0.2 miles south of Howard Avenue in San Carlos to just north of Woodside Road in Redwood City, and to construct grade separation structures for all modes of travel at Whipple Avenue, Brewster Avenue, Broadway, Main Street, and Chestnut Street. Maple Street would be closed to motor vehicles, and grade separated for pedestrians and bicyclists only.

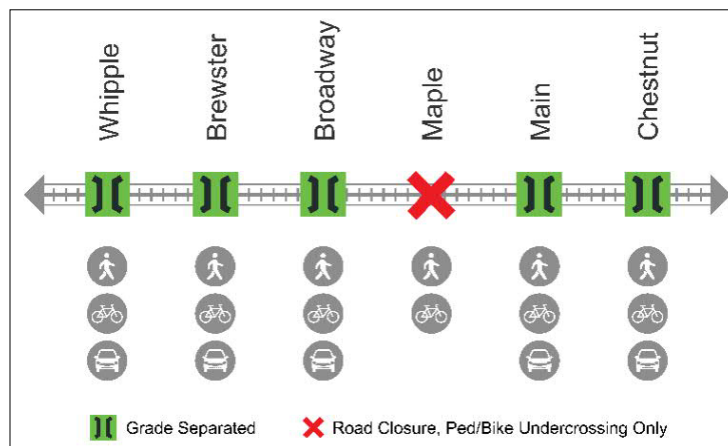


Figure 1: Alternative 1A Diagram

Alternative 1B: Alternative 1B is identical to Alternative 1A, except at Chestnut Street. Chestnut Street would be closed to motor vehicles but provide a 20-foot wide by 42-foot-long pedestrian/bicycle undercrossing structure. The finished grade elevation of the bottom of the tunnel would be approximately 10 feet below the existing elevation of Chestnut Street. A 140-foot long, plaza area is

proposed on the west side of the tracks between the commercial driveway on the south side of Chestnut Street and the tunnel. See Attachment I of the [Redwood City Grade Separation Study Report](#) for conceptual renderings of the Chestnut Street pedestrian/bicycle undercrossing. Compared to Alternative 1A, this alternative would avoid the potential acquisition of two parcels.

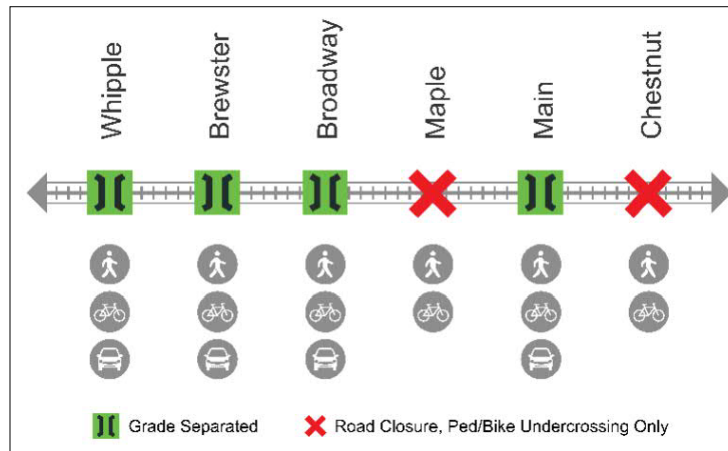


Figure 2: Alternative 1B Diagram

Alternative 2: Proposes to raise the railroad from approximately 0.2 miles south of Howard Avenue in San Carlos to just south of Maple Street in Redwood City, and construct grade separation structures for all modes of travel at Whipple Avenue, Brewster Avenue, and Broadway. Maple Street, Main Street, and Chestnut Street would remain as they are today, as at-grade railroad crossings. This alternative is equivalent to Phase 1 of Alternative 2 that was presented in the first round of outreach in 2021.

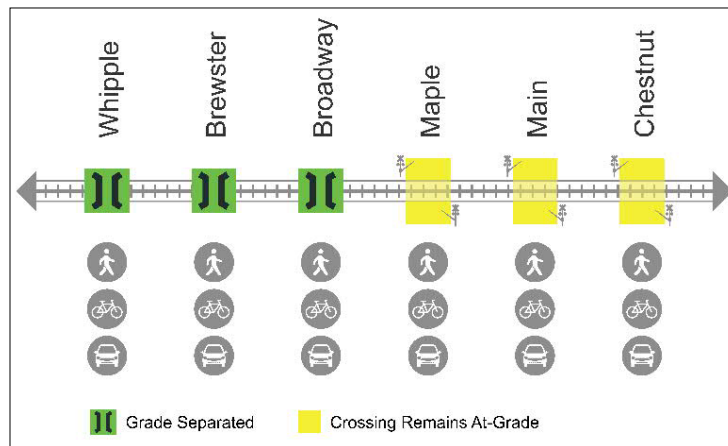


Figure 3: Alternative 2 Diagram

A matrix was developed to evaluate the relative performance of the three above alternatives. Four sets of criteria were used to compare the alternatives as shown in Table 2.

Table 2: Evaluation Criteria

Traffic and circulation	Environmental and Socioeconomics	Right-of-Way and Access	Cost and Funding
Reductions in delay and congestion	Rail noise	Property acquisitions (full or partial)	Fundability and phasing opportunities
East/west bike/pedestrian connectivity	Visual impact of an elevated structure	Driveway and/or pedestrian entrance impacts	-
Safety for all modes	Creek Impact	-	-
Road closures and potential change in traffic circulation	-	-	-

Attachment A summarizes the evaluation criteria and how each alternative scores in relation to the criteria.

Outreach

The public outreach effort involved conveying the concepts and impacts of each alternative in an easy-to-understand manner to all stakeholders, including local businesses and the residential community. The major stakeholders in the Project include the City of Redwood City, Caltrain, property owners, area businesses and residents as well as the larger community who commutes through or shops in the nearby business districts, and downtown Redwood City. During public outreach project alternatives were presented, questions answered, and feedback received from elected officials, residents, and business owners. Due to the Covid-19 pandemic, much of the public outreach was conducted virtually. The outreach was conducted in two phases, October 2020 to May 2021 and January 2022 to June 2022. Key components of the outreach included:

- An interactive Project website (www.redwoodcity.org/transitplan) which provided background information including visual simulations and a variety of topical videos, as well as the opportunity to participate in surveys and sign up for e-blast updates.
- Project newsletter in the first phase of outreach (versions in Spanish and English).
- Online surveys to collect contact info and ask about preferred strategies, including a bilingual handout specific to the crossings at the southern end of the city.
- Virtual question and answer sessions
- Facebook ads promoting the online survey and project webpage.
- Social media promotion
- Portable Changeable Message Sign boards posted near the railroad crossings and by the transit center.
- QR codes placed on outreach materials and neighborhood sidewalks for quick access to the online survey.
- In addition, notifications, presentations, and updates were given to various stakeholders, Neighborhood Associations, Rotary Club, San Mateo County Economic Development Association (SAMCEDA), Chamber of Commerce, property owners, and planned development projects.

For the second round of outreach, the City teamed up with Nuestra Casa, a non-profit organization, to provide direct, bilingual outreach to community members, focused on those living near the three southern crossings whose daily life would be affected the most by differences in the alternatives.

Cost and Implementation

An order of magnitude construction, right-of-way, utility, and support cost estimates was developed for each of the three alternatives. Table 3 shows the draft cost estimates.

Table 3: Cost Estimates (Values Shown in Millions)

Alternative	Construction	Right-of-Way and Utility	Support	Escalation	Range
1A	\$300	\$195	\$133	\$241	\$800 to \$950
1B	\$286	\$169	\$126	\$223	\$700 to \$900
2	\$247	\$103	\$108	\$176	\$550 to \$700

Staff Recommendation

Based on input received from the public over two rounds of outreach in 2021 and 2022, and because it aligns with the purpose and need of the project, staff recommends Alternative 1A be studied further in the next phase (Preliminary Engineering & Environmental phase) of the project. **Alternative 1A is recommended** for the following reasons:

- Maximizes the number of crossings to be grade separated. It will grade-separate five (5) of the six (6) east/west crossings for all modes of travel thereby improving safety and connectivity and reducing traffic congestion. Only Maple Street would be closed to motor vehicles; however, it will remain open for pedestrians and bicyclists.
- Avoids impact to Redwood Creek with closure of Maple Street to motor vehicles.
- Constructs all grade separations as one project (not phased) which would have a lower overall construction costs and duration of construction when compared to a phased project.
- Minimizes impacts to the recently completed development projects along the rail corridor.
- Is compatible with the City’s and Caltrain’s Transit Center planning effort.

Next Steps

To finalize this Planning Study, it is recommended that the City Council select a preferred alternative and direct staff to proceed with project development and provide any desired guidance on this future work. The next steps should include:

- Integrating the Redwood City Transit Center with the grade separation project to be studied as one project in the next phase (Preliminary Engineering & Environmental phase).
- Position Project for future funding opportunities by getting on the following lists:
 - o California Public Utility Commission’s Grade Separation Fund Priority List
 - o Metropolitan Transportation Commission’s Transportation Improvement Program (TIP)
 - o Federal Statewide Transportation Improvement Program (FSTIP)
- Seeking grant funding where appropriate.

Based on feedback received from the community and the technical team, the next phase should also consider the following:

- Incorporating new bike/pedestrian crossings of the corridor where feasible (e.g., Hopkins Avenue)

- Requesting an exception to Caltrain design standards to the rail slope to allow Maple Street to stay open for everyone (including motor vehicles) and to reduce the trenching required for Chestnut Street to pass under the railroad tracks.
- Potential gentrification impacts
- Design elements to maximize safe, multimodal access to the new station and ensure that it's well integrated into Downtown.

EQUITY IMPACT STATEMENT

Geographic equity has been considered in selecting the recommended alternative. A high-level equity assessment was completed for grade separating the northern three at-grade crossings and all six at-grade crossings. The three southern Caltrain crossings fall within the Equity Priority Areas. Grade separating all six crossings would have an overall positive equity benefit, while only separating the northern three at-grade crossings would have a disparate equity impact. Additional analysis of the Project's benefits and burdens should be completed in subsequent phases of work and the City may also want to consider the potential for gentrification as part of ongoing planning efforts as the Project progresses.

The recommended alternative includes the three southern Caltrain crossings to improve traffic operation and to increase safety and convenience for people walking and biking at or around the three southern crossings. During this Study, City teamed up with Nuestra Casa, a non-profit organization, to expand outreach to community members who might not participate in traditional outreach meetings by doing door to door, bilingual outreach to identify the recommended alternative.

FISCAL IMPACT

There is no direct fiscal impact to the City associated with accepting this update and selecting a preferred alternative. A request to fund work on the next phase would return to the City Council at a future date.

ENVIRONMENTAL REVIEW

This activity is not a project under California Environmental Quality Act (CEQA) as defined in CEQA Guidelines, section 15378, because completing a feasibility study has no potential for resulting in either a direct or reasonably foreseeable indirect physical change in the environment. Future phases of this Project will include the environmental review.

PUBLIC NOTICE

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

ALTERNATIVES

City Council may choose to:

1. Not advance the Caltrain Grade Separation project to the next phase.
2. Not select a recommended alternative and instead direct staff to conduct additional analysis to support selection of a recommended alternative in the next phase of work.

ATTACHMENTS

Attachment A – Grade Separation Evaluation Matrix

REPORT PREPARED BY:

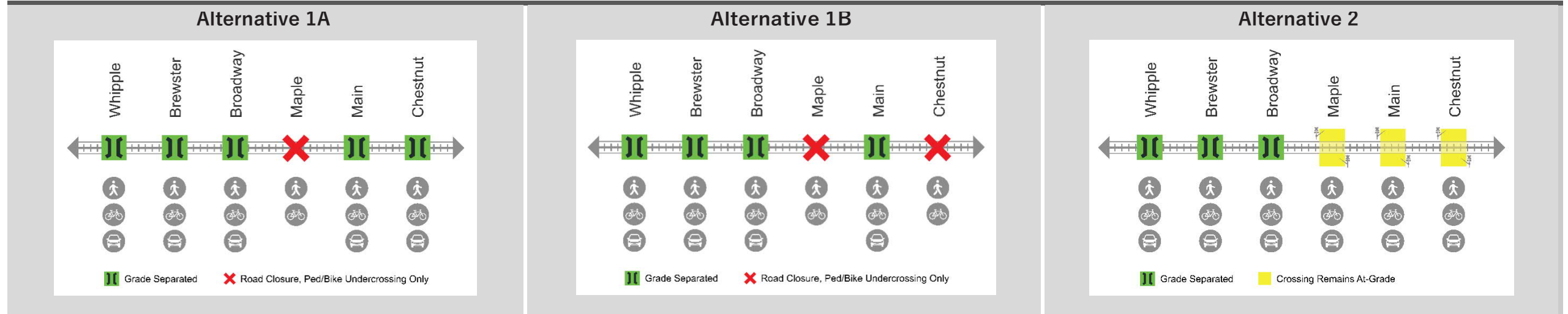
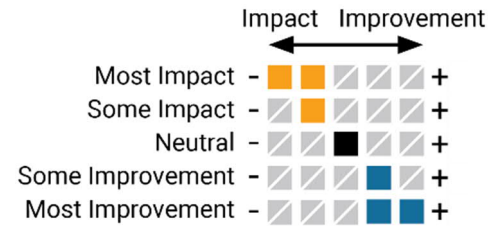
Malahat Owrang, Senior Transportation Planner
mowrang@redwoodcity.org
(650) 780-7245

APPROVED BY:

Jeff Schwob, Interim Community Development & Transportation Director
Melissa Stevenson Diaz, City Manager



Redwood City Grade Separation Evaluation Matrix



Category A		Traffic / Circulation		
A.1	Reduction in Delays and Congestion*	- [Light Blue grid] + For the northern crossings, there is significant improvement with most intersections operating at Level of Service C. For the southern crossings, intersections would operate at a Level of Service C or better.	- [Light Blue grid] + For the northern crossings, there is significant improvement with most intersections operating at Level of Service C. For the southern crossings, intersections would operate at a Level of Service C or better. Closure of Chestnut would divert more traffic to Woodside Road than with Alternative 1A.	- [Light Orange grid] + For the northern crossings, there is significant improvement with most intersections operating at Level of Service C. For the southern crossings, traffic conditions in the AM period would remain reasonably good, however, in the PM period, intersections along Main would reach Level of Service D, E, and F. Gates would be down at the southern crossings for 18-22 minutes per hour in the future.
A.2	East/West Ped/Bike Connectivity*	- [Light Blue grid] + Grade separation for pedestrians and bicyclists can be achieved at all six crossings.	- [Light Blue grid] + Grade separation for pedestrians and bicyclists can be achieved at all six crossings.	- [Light Blue grid] + Grade separation for pedestrians and bicyclists will be provided at northern crossings only. The southern crossings will remain as at-grade crossings and be subject to delays from gate down time.
A.3	Safety for All Modes (separate trains, vehicles, pedestrians, bicyclists)*	- [Light Blue grid] + This alternative separates all streets for all modes with a road closure at Maple.	- [Light Blue grid] + This alternative separates all streets for all modes with road closures at Maple and Chestnut.	- [Light Blue grid] + This alternative only separates the northern crossings for all modes. The southern crossings will not be grade separated and the sharp angle between the railroad tracks and the crossing streets will remain, which can be challenging for pedestrians and cyclists.
A.4	Road Closures & Potential Change in Traffic Circulations	- [Light Orange grid] + Maple, will be closed to vehicular traffic and some traffic will take alternative routes.	- [Light Orange grid] + Maple and Chestnut streets will be closed to vehicular traffic, resulting in more traffic using alternate routes than Alternative 1A.	- [Light Orange grid] + No road closures are proposed, but additional gate down time in the future could result in traffic taking alternate routes to avoid delays at the southern crossings.

NOTES:

* Based on community feedback received, these are the most important criteria.

Northern Crossings: Whipple Avenue, Brewster Avenue & Broadway. **Southern Crossings:** Maple Street, Main Street & Chestnut Street.

Rankings of impacts vs. improvements are relative to the three alternatives being evaluated.

Criteria that will be evaluated as the alternatives are refined include impacts to trees, utilities, drainage, equity, and railroad operations (design exceptions, effect on operating speeds and long-term maintenance).



Redwood City Grade Separation Evaluation Matrix

Category B		Environment / Social Economics		
B.1	Rail Noise	- [X][X][X][X][X] + Alternatives 1A and 1B provide the greatest opportunity to reduce noise due to elimination of train horns and warning bells at the at-grade crossings.	- [X][X][X][X][X] + Alternatives 1A and 1B provide the greatest opportunity to reduce noise due to elimination of train horns and warning bells at the at-grade crossings.	- [X][X][X][X][X] + This alternative provides an opportunity to reduce noise due to the elimination of train horns and warning bells at the northern crossings. However, there will be no reduction in train horns and warning bells at the southern crossings since the at-grade crossings will remain.
B.2	Visual Impact of Elevated Structure	- [X][X][X][X][X] + Alternatives 1A and 1B have the greatest visual impact due to the length of the elevated structure.	- [X][X][X][X][X] + Alternatives 1A and 1B have the greatest visual impact due to the length of the elevated structure.	- [X][X][X][X][X] + This alternative has the least visual impact due to the shorter length of elevated structure.
B.3	Creek Impacts	- [X][X][X][X][X] + Maple is being closed to vehicular traffic to avoid impact to Redwood Creek (Main Branch).	- [X][X][X][X][X] + Maple is being closed to vehicular traffic to avoid impact to Redwood Creek (Main Branch).	- [X][X][X][X][X] + Maple is being closed to vehicular traffic to avoid impact to Redwood Creek (Main Branch).
Category C		Right-of-Way / Access		
C.1	Potential Property Acquisitions (Full or Partial)	- [X][X][X][X][X] + This alternative has the greatest number of potential property acquisitions. The acquisitions on the east side of the railroad are generally due to the temporary (shoofly) tracks required during construction. There are potential impacts to properties along the depressed sections of Main and Chestnut streets.	- [X][X][X][X][X] + Same as Alternative 1A, except the property at 312C Chestnut St (south side of Chestnut, east of the tracks) would likely only require a temporary construction easement.	- [X][X][X][X][X] + This alternative has the fewest number of potential property acquisitions. It has the same number of acquisitions north of Jefferson Ave (as Alternatives 1A and 1B), but no acquisitions are required south of Jefferson.
C.2	Driveway and/or Pedestrian Entrance Impacts	- [X][X][X][X][X] + This alternative has potential pedestrian entrance impacts due to the depressed sidewalks along Main St. There are also potential driveway entrance impacts along Pennsylvania Ave between Jefferson and Maple and at two residential driveways on the north side of Chestnut, east of the tracks.	- [X][X][X][X][X] + Same as Alternative 1A, except there are not residential driveway impacts on Chestnut.	- [X][X][X][X][X] + Same as Alternative 1B, except there are no impacts along Main St. There are potential pedestrian entrance impacts at the Broadway/Perry and the Broadway/Arguello intersections due to minor lowering of the intersections.
Category D		Cost / Funding		
D.1	Fundability and Phasing Opportunity	- [X][X][X][X][X] + This alternative requires the most capital investment.	- [X][X][X][X][X] + This alternative requires slightly less capital investment than Alternative 1A since Chestnut and Maple are not lowered for vehicles.	- [X][X][X][X][X] + This alternative requires the least capital investment.

NOTES:

* Based on community feedback received, these are the most important criteria.

Northern Crossings: Whipple Avenue, Brewster Avenue & Broadway. **Southern Crossings:** Maple Street, Main Street & Chestnut Street.

Rankings of impacts vs. improvements are relative to the three alternatives being evaluated.

Criteria that will be evaluated as the alternatives are refined include impacts to trees, utilities, drainage, equity, and railroad operations (design exceptions, effect on operating speeds and long-term maintenance).



**JOINT
CITY COUNCIL/SUCCESSOR
AGENCY/PUBLIC FINANCE
AUTHORITY
REGULAR MEETING**

**November 13, 2023
6:00 PM**



1. CALL TO ORDER



2. ROLL CALL

3. PLEDGE OF ALLEGIANCE



Led by Led by Council Member Sturken



4. CLOSED SESSION

4.A. Closed Session regarding Threat to Public Services or Facilities pursuant to Government Code § 54957(a)



Consultation with: Mike Liang, IT Manager



****CLOSED SESSION****

The City Council is currently in Closed Session,
the regular meeting will resume immediately following
the Closed Session.

5. PRESENTATIONS/ACKNOWLEDGEMENTS



5.A. Proclamation recognizing United Against Hate Week

Proclamation

*United Against Hate Week
November 12 - 18, 2023*

WHEREAS, the United States is a nation of immigrants, whose strength comes from its diversity; and
WHEREAS, Redwood City has a diverse community in which at least 34% of residents have immigrated to the United States; and

WHEREAS, the Constitution of the United States enshrines equality for all individuals, regardless of race, gender, orientation, religion, or political beliefs; and

WHEREAS, hate crimes and other incidents of racism, xenophobia, anti-Semitism, sexism, homophobia, transphobia, islamophobia, and other forms of bias and discrimination continue to occur in our community and in our nation; and

WHEREAS, the City of Redwood City stands strongly in support of inclusivity for our diverse community, honoring and protecting every individual regardless of race, creed, color, gender, religion, ethnicity, nationality, orientation, or identity; and

WHEREAS, education, compassion, and cooperation are key to unlocking understanding and embracing differences between people; and

WHEREAS, the City of Redwood City previously adopted Resolution Number 15561 on February 13, 2017, proclaiming the City of Redwood City a Welcoming City and joining the Welcoming Cities and Counties initiative; and

WHEREAS, the City of Redwood City previously adopted Resolution Number 15877 on August 10, 2020, declaring that Black Lives Matter and reaffirming the City of Redwood City's commitment to racial equity; and

WHEREAS, the City of Redwood City previously added Equity as a Foundational Guiding Principle in the City's Strategic Plan on October 12, 2020; and

WHEREAS, the City of Redwood City previously adopted an Equity Work Plan on October 25, 2021, highlighting the City's action steps to advance equity for all residents of the City of Redwood City; and

WHEREAS, the City of Redwood City and numerous community partners hold events and activities focused on equity and inclusion throughout the year, and during United Against Hate Week will provide special events including but not limited to a Teddy Bear Tea at the Library to bring families from across the community together, a community workshop on Identifying and Interrupting Microaggressions, an art workshop on Responding to Trauma and Negative Environments in a Positive and Creative Way, TRiAction Day of Change in support of the transgender community, the Sequoia High School Dream Club Dinner; and a Drug Storytime with Reina de Aztlan at the Library; and


WHEREAS, community members and local businesses are encouraged to display Redwood City Stands United Against Hate signs throughout the community; and

WHEREAS, the City of Redwood City seeks to join other communities around the State in recognizing United Against Hate Week as an important step in bridging divisions as well as strengthening our communities.


NOW THEREFORE, BE IT RESOLVED THAT I, JEFF GEE, MAYOR OF REDWOOD CITY, on behalf of the City Council and the residents of Redwood City, do hereby proclaim November 12-18, 2023 as **United Against Hate Week**.

Date: November 13, 2023







Jeff Gee, Mayor




Lisette Espinoza-Garnica, Vice Mayor




Alicia C. Aguirre, Council Member



John P. Kelly, Council Member



Diane Howard, Council Member



Elmer Martinez-Sanchez, Council Member

Chris Starlin, Council Member

6. PUBLIC COMMENT ON THE CONSENT CALENDAR, MATTERS OF COUNCIL INTEREST, AND ITEMS NOT ON THE AGENDA



IN-PERSON PUBLIC COMMENT

HOW TO PROVIDE LIVE PUBLIC COMMENTS IN-PERSON AT REDWOOD CITY COUNCIL MEETINGS

1 Meetings take place in the **Council Chambers at City Hall, 1017 Middlefield Road**



2 Seating capacity will be limited to maintain social distancing to protect health and safety



3 Masks will be strongly encouraged for all in-person attendees



4 Fill out a Speaker Card (please include Agenda Item # you wish to speak on)



5 Place the completed card in the tray in front of the City Clerk



6 Listen for the item you would like to comment on



7 Wait to be announced by your name and provide remarks at the podium



Once public comment begins, no additional speakers will be allowed to join the speakers list

**6. PUBLIC COMMENT ON THE CONSENT CALENDAR,
MATTERS OF COUNCIL INTEREST, AND ITEMS NOT ON
THE AGENDA**



***Public comments within the City's
subject matter jurisdiction received via email
by 5:00 p.m.***

7. CONSENT CALENDAR

7.A. Investment Report for period ending September 30, 2023



Recommendation:

By motion, approve the City's Investment Report for the period ending September 30, 2023.

7. CONSENT CALENDAR

7.B. Approval of Repayment Agreement between William Tyler Wolfe and the City of Redwood City for overpayment of compensation



Recommendation:

By motion, approve and authorize the City Manager to execute Repayment Agreement between William Tyler Wolfe and the City of Redwood City and Agreement between the City of Redwood City and Redwood City Police Officers Association.



7.C. Amendment No. 1 to agreement for legal services with Shute Mihaly & Weinberger LLP

Recommendation:

By motion, approve and authorize the City Attorney to execute Amendment No. 1 to the agreement for legal services with Shute Mihaly & Weinberger LLP.



7.D. Amendment No. 12 to the Sanitary Sewage Treatment Capacity Rights and Services (Town of Woodside) Agreement

Recommendation:

Adopt a resolution approving amendment No. 12 to the Sanitary Sewage Treatment Capacity Rights and Services (Town of Woodside) Agreement and authorizing the City Manager to execute said amendment.



7.E. Application to the Local Agency Formation Commission (LAFCo) for extension of water service to 909 Hillcrest Drive (APN 058-265-020)

Recommendation:

Adopt a resolution authorizing application to the Local Agency Formation Commission (LAFCo) requesting approval for extension of water services to 909 Hillcrest Drive (APN 058-265-020) outside jurisdictional boundaries pursuant to Government Code Section 56133.



7.F. Agreement with BKF Engineers for the design for the Price Tract Pump Station Improvement Project to enhance flood protection for developed commercial, industrial, and residential areas in and near downtown Redwood City

Recommendation:

By motion, approve and authorize the City Manager to execute the Agreement for Services with BKF Engineers for design and civil engineering consulting services for the Price Tract Pump Station Improvement Project in not-to-exceed the amount of \$1,321,923 with the option for the City Manager or the City Manager's designees to authorize, if necessary, up to 10% (\$132,193) contingency, for a total not-to-exceed amount of \$1,454,116.



7.G. Reject all bids for Sanitary Sewer Pump Station 8 and 9 Improvements Project

Recommendation:

By motion, reject all bids and authorize staff to re-advertise the Sanitary Sewer Pump Station 8 and 9 Improvements Project at a later date.



7.H. Amendment No. 1 to agreement with O'Dell Engineering for additional time and scope for Phase II services for construction document design and construction administration services for the Hoover Park Renovation Project

Recommendation:

By motion, determine that due to the nature of the services, a competitive bidding process is not likely to serve the best interests of the City and the contract amendment may be awarded without a competitive bidding process, and approve and authorize the City Manager to execute Amendment No. 1 to the Hoover Park Master Plan Agreement with O'Dell Engineering for additional time and scope for Phase II services for construction document design and construction administration services for the Hoover Park Renovation Project in the amount of \$470,000 for a total agreement amount of \$684,640.

CONSENT CALENDAR - Continued

7.I. Approve October 9, 2023 City Council Minutes



CONSENT CALENDAR - Continued

7.J. Approve claims and checks from November 13, 2023 to November 27, 2023 and the usual and necessary payments through November 27, 2023



8. PUBLIC HEARINGS



8.A. Tax Equity and Fiscal Responsibility Act (TEFRA) hearing on issuance of tax-exempt bonds for the 353 Main Street Family Apartments

Recommendation:

1. Conduct a TEFRA hearing in consideration of the issuance of Tax-Exempt Bonds by the California Statewide Communities Development Authority to provide financing for the acquisition, construction, improvement, and equipping of a 125-unit multifamily rental housing project generally known as 353 Main Street Family Apartments; and
2. Adopt a resolution approving the issuance of Tax-Exempt Bonds by the California Statewide Communities Development Authority not to exceed \$70,000,000, for the benefit of 353 Main Street Family Apartments, L.P., to provide financing for the acquisition, construction, improvement, and equipping of 353 Main Street Family Apartments and certain other matters related thereto.

8.A. PUBLIC COMMENT

Tax Equity and Fiscal Responsibility Act (TEFRA) hearing on issuance of tax-exempt bonds for the 353 Main Street Family Apartments



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Once public comment begins, no additional speakers will be allowed to join the speakers list

8.A. PUBLIC COMMENT

Tax Equity and Fiscal Responsibility Act (TEFRA) hearing on issuance of tax-exempt bonds for the 353 Main Street Family Apartments



***Public comments within the City's
subject matter jurisdiction received via email
by 5:00 p.m.***



9. STAFF REPORTS

9.A. Exception to Public Employees' Pension Reform Act 180-day waiting period to hire retired annuitants to perform Senior Accountant duties

Recommendation:

1. Adopt a resolution for 180-day wait period exception and appointing Araceli Harris as Retired Annuitant Extra Help Senior Accountant; and
2. Adopt a resolution for 180-day wait period exception and appointing Carolyne Kerans as Retired Annuitant Extra Help Senior Accountant.

9.A. PUBLIC COMMENT

Exception to Public Employees' Pension Reform Act 180-day waiting period to hire retired annuitants to perform Senior Accountant duties



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9.A. PUBLIC COMMENT

Exception to Public Employees' Pension Reform Act 180-day waiting period to hire retired annuitants to perform Senior Accountant duties



***Public comments within the City's
subject matter jurisdiction received via email
by 5:00 p.m.***



9. STAFF REPORTS

9.B. Receive a summary update on the Caltrain Grade Separation Study including a review of the alternatives and select a preferred alternative for further study

Recommendation:

1. Receive a summary update on the Caltrain Grade Separation Study and provide any additional guidance and direction; and
2. By motion, select Alternative 1A for further study (preliminary engineering and environmental review) and direct staff to proceed with project development.

9.B. PUBLIC COMMENT

Receive a summary update on the Caltrain Grade Separation Study including a review of the alternatives and select a preferred alternative for further study



IN-PERSON PUBLIC COMMENT

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Once public comment begins, no additional speakers will be allowed to join the speakers list

9.B. PUBLIC COMMENT

Receive a summary update on the Caltrain Grade Separation Study including a review of the alternatives and select a preferred alternative for further study



***Public comments within the City's
subject matter jurisdiction received via email
by 5:00 p.m.***

10. MATTERS OF COUNCIL INTEREST



10.A. City Council Member Report of Conferences Attended

10. MATTERS OF COUNCIL INTEREST



10.B. City Council Committee Reports

A. Ad Hoc Committee on 1125 Arguello Project

B. Ad Hoc Committee on 101/84 Project

C. Ad Hoc Committee on American Legion Project

10. MATTERS OF COUNCIL INTEREST - continued



10.C. City Manager (Oral) Update



11. ADJOURNMENT

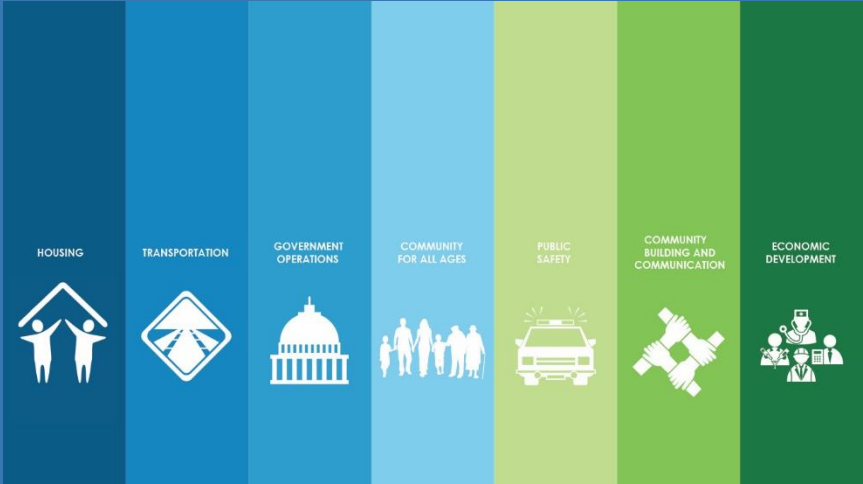
The next City Council meeting is scheduled for November 27,
2023

FUTURE COUNCIL MEETING DATES



- ✓ November 27, 2023
- ✓ December 4, 2023
- ✓ December 18, 2023

CITY OF REDWOOD CITY STRATEGIC INITIATIVES



SEND A SERVICE REQUEST WITH EASE

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FREE and easy to use from Redwood City!



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Redwood City
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The smart phone app that puts
Redwood City "at your fingertips!"



Neighborhood Associations

Connecting Neighbors & Building a Great Community Together



WWW.REDWOODCITY.ORG/NASIGNUP

CITY OFFERS ONLINE TOOLS TO ANSWER YOUR QUESTIONS!



Would you like to...

- ▶ Find a Downtown restaurant?
- ▶ Learn about City construction projects?
- ▶ Search the library's catalog?
- ▶ Locate community centers or parks?
- ▶ Apply for a job?

Go to www.redwoodcity.org for the answers!

REDWOOD CITY PUBLIC LIBRARY



The Redwood City Public Library offers many programs and services for all to enjoy!

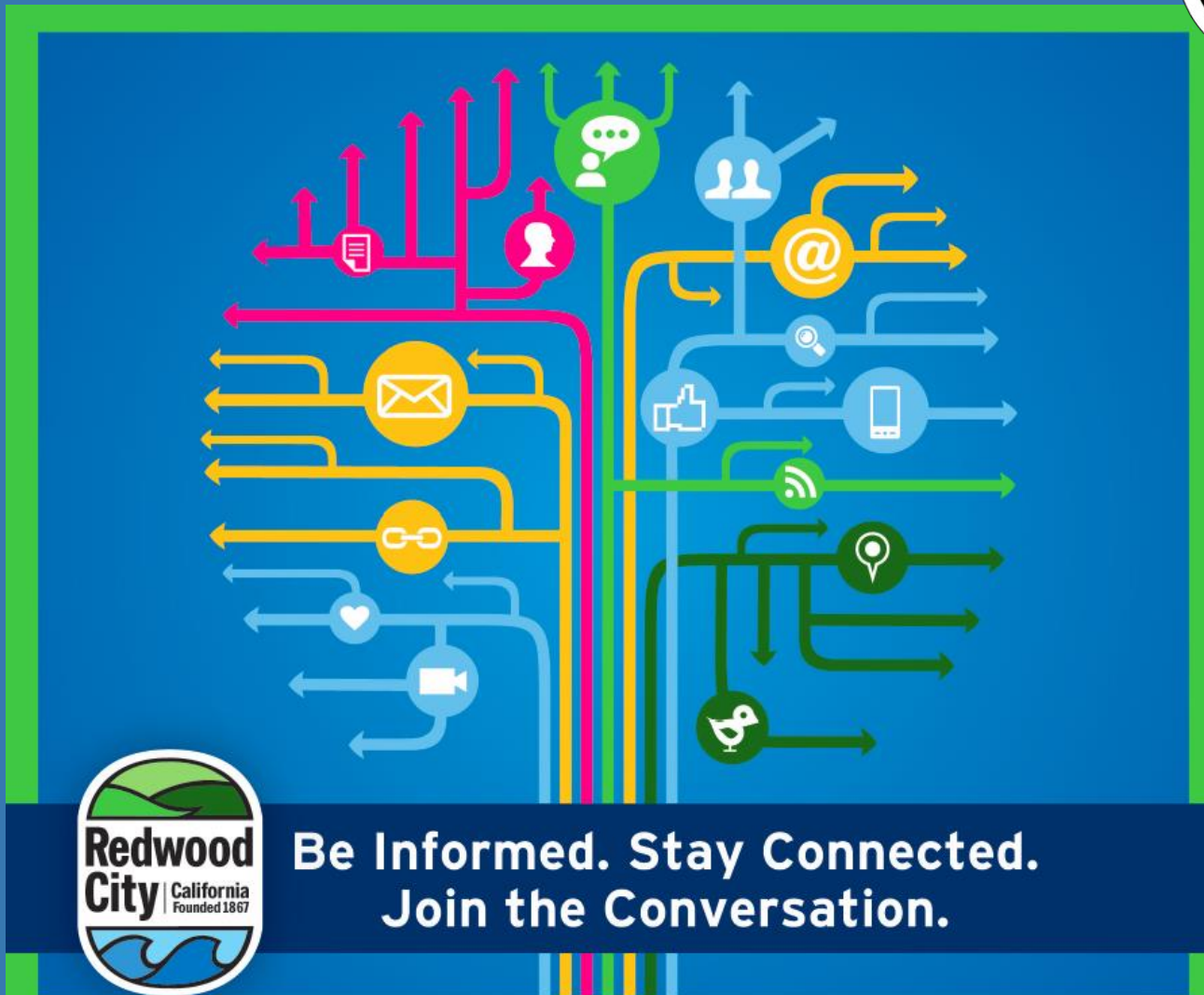
The Redwood City Downtown Branch is located at 1044 Middlefield Road

You can also call to ask questions over the phone at 650-780-7026, or visit the library online, 24 hours a day, 7 days a week at

<http://www.redwoodcity.org/library>

CONNECT & STAY INFORMED

www.redwoodcity.org/connect



Be Informed. Stay Connected.
Join the Conversation.

CONNECT WITH US!



Ways To Connect With Us



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www.facebook.com/cityofredwoodcity



Nextdoor
Redwood City



@CityofRedwoodCity



Redwood City VOICE



www.downtownredwoodcity.org



www.redwoodcity.org

NEW DEVELOPMENT PROJECT WEBPAGE



www.redwoodcity.org/currentprojects

Learn more about development projects at various stages of review at the City's NEW development project webpage.

A screenshot of the Redwood City website's 'Current Projects' page. The page features a dark blue header with the city name and navigation links. A search bar is visible. The main content area is titled 'DEVELOPMENT PROJECTS' and includes a paragraph of text, a 'Proposed' section with three project images, and a sidebar with navigation links. The sidebar includes links for City Council, Advisory Bodies, City Charter, and Current Projects. The 'Proposed' section lists three projects: '601 El Camino Real', '929 Main Street "Young's Automotive"', and '1175 Marshall St "Kaiser Hospital Phase II"'.

Calendar | News | Subscribe | City Events | Contact Us | Select Language

Redwood City CALIFORNIA

CLIMATE BEST BY GOVERNMENT TEST Mostly Sunny, 71°

Search...

Font Size: [+](#) [-](#) [Share & Bookmark](#) [Feedback](#) [Print](#)

Current Projects

DEVELOPMENT PROJECTS

The following are major development projects at various stages of the City's review process or construction phase. To get notified of new building permit applications in your area, visit Redwood City's [buildingeye page](#).

If you have comments on this webpage or on specific projects, please click the "feedback" button above to submit your thoughts.

[Click here to view projects on Interactive Map \(GIS\).](#)

Sort By: [Status](#) | [Submittal Date](#) | [Type](#) | [Name](#) | [Address](#)

Proposed

[601 El Camino Real](#)

[929 Main Street](#)
"Young's Automotive"

[1175 Marshall St](#)
"Kaiser Hospital Phase II"

- + City Council
- + Advisory Bodies and Committees
- How the City Works!
- City Budget and Financial Information
- City Charter
- + Code and Ordinances
- CURRENT PROJECTS
 - ▶ Development Projects
 - Infrastructure Projects
 - Documents Archives
 - Other Government Links
- + Sign up for Newsletters
- Locate/Contact City Hall
- City Hall Holiday Closures

UTILITY RATE ASSISTANCE PROGRAM



Need help paying your utilities?

The City of Redwood City offers the Water and Sewer Rate Assistance Program (WSRAP) to qualifying utility rate payers.

Eligibility is based on household income and qualifying applicants will receive a credit of around \$20 on their utility bill each month.

Learn more at www.redwoodcity.org/rateassistance

TIPS FOR SAVING WATER



1

Use the EPA WaterSense website to find out if your household has water efficient products. Redwood City offers rebates for WaterSense toilets.



2

Turn off the tap while shaving or brushing your teeth. The City offers low flow faucet aerators for FREE!



3

Take a shower over a bath...just be aware of how long you are showering! We offer residents FREE low flow showerheads and shower timers!



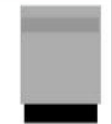
4

In the kitchen...plug the sink or use a wash basin if washing dishes by hand.



5

Use a dishwasher, and fill it up before you do!



6

Scrape your plate instead of rinsing before loading it into the dishwasher.



7

Keep a pitcher of drinking water in the refrigerator so you're not waiting for water to cool as it comes out of the faucet.



8

Avoid the garbage disposal...it's not good for your pipes or water conservation. Throw food scraps in the compost bin.



9

Wash only full loads of laundry or use the appropriate load size selection on your machine. The City and PG&E offer rebates for High Efficiency Washing Machines!



10

Check plumbing fixtures and irrigation systems for leaks.



11

Give your garden hose a break. Sweep driveways, sidewalks, and steps rather than hosing off.



12

Wash the car with water from a bucket, or use a commercial car wash that recycles water.



PENINSULA CLEAN ENERGY



CLEANER ENERGY IS HERE

Find out what the
buzz is about!



PENINSULA
CLEAN ENERGY



LEARN MORE HERE:

www.peninsulacleanenergy.com

NEW PARKING OPTIONS



PARKING DOWNTOWN REDWOOD CITY

Street parking free Mon – Sat before 10am and after 6pm; free all day Sunday.

Commuter

Street parking 25c per hour Mon-Sat, 10am-6pm; First 1 1/2 hours free in garages at all times

GARAGES

- 1. MARSHALL**
387 spaces
(\$1 per hour before 6pm)
- 2. JEFFERSON**
585 spaces
(25c per hour before 6pm)

Downtown Event & Dinner Visitor (FREE with validation)

\$2.50 per hour after 6pm (First 1 1/2 hours free at all times/first 4 hours free with validation from Century Theater)

GARAGES

- 1. MARSHALL**
387 spaces
- 2. JEFFERSON**
585 spaces
- 3. CROSSING 900**
900 spaces
(Open to the public nights & weekends)

Downtown Event & Dinner Visitor (FREE)

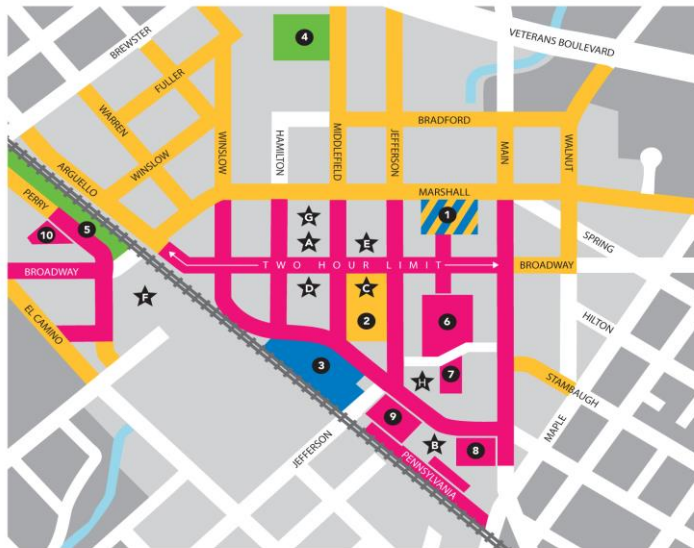
Free Mon - Fri after 6pm, all day on weekends

- 4. COUNTY GARAGE**
797 spaces
- 5. CALTRAIN LOT**
160 spaces

Lunchtime/Daytime Visitor

\$1 per hour Mon-Sat, 10am-6pm; lots free Mon-Sat after 6pm and all day Sunday

- 6. MAIN STREET LOT**
150 spaces
- 7. CITY HALL LOT**
15 spaces
- 8. LIBRARY LOT A**
88 spaces
- 9. LIBRARY LOT B**
98 spaces
- 10. PERRY STREET LOT**
52 spaces



LANDMARKS & DESTINATIONS

- | | | | |
|----------------------|--------------------|---------------------|------------------------------------|
| A. Courthouse Square | C. Century Theatre | E. Dragon Theatre | G. San Mateo County History Museum |
| B. Library | D. Fox Theatre | F. Caltrain Station | H. City Hall |

Find the parking new map and more details online at www.redwoodcity.org/parking

JOIN THE CONVERSATION



The City is looking for your input!

Learn about ways to share your ideas, concerns and input on issues facing the City.

Visit www.redwoodcity.org/jointheconversation for more details!





DOWNTOWN REDWOOD CITY



Retail, restaurants, events, and more are located right here in downtown Redwood City.

Visit www.downtownredwoodcity.org to learn more.

VOLUNTEER IN REDWOOD CITY



Thanks to our volunteers for their time and involvement supporting our community!

Join thousands of volunteers who have contributed over 200,000 hours of service!

Make an impact in the community by volunteering today!

Visit www.redwoodcity.org/volunteer to learn more and get involved.



REDWOOD CITY FIRE DEPARTMENT



The **CERT** program will provide participants with basic training in disaster survival and rescue skills.

For More Information Please Contact:

Redwood City Fire Department

(650) 780-7400

www.redwoodcity.org/cert

HOME IMPROVEMENT LOAN PROGRAM!



CITY OF REDWOOD CITY
HOME IMPROVEMENT LOAN PROGRAM



DO YOU NEED HELP WITH HOME IMPROVEMENT PROJECTS?



Apply now and we can help you enjoy a more comfortable home environment with a new heating system, roof and/or windows as well as improved energy efficiency.



If your roof is 15 years or older or leaks, it may be time to consider getting a new roof. Window leaks can also be a problem.



Protect your investment and don't allow water damage to ruin your home. Energy-efficient windows, and heating systems can pay for themselves with energy cost savings over time.

These improvements will provide energy efficiency, comfort, better home value, and peace of mind.

TAKE ADVANTAGE OF REDWOOD CITY'S HOME IMPROVEMENT LOAN PROGRAM!

Low interest home improvement loans are available to eligible owners of single-family homes and owners of rental property located within incorporated Redwood City. Single-family homes include structures of 1-4 units, one of which must be owner-occupied. Rental property owners must rent 51% of their units to low-income tenants. Rehabilitate your home and take advantage of these generous loan terms – 2% interest fully amortized over 15 years. There are no points and no "out-of-pocket" expenses for loan fees.

**MORE INFORMATION CALL US AT 650.780.7290
OR GO TO WWW.REDWOODCITY.ORG/HILP**

Housing Resource Guide/Guía de Recursos de Vivienda

Do you need help with a challenging rental housing issue? Are you looking for affordable housing?

For a list of programs and services to help, go to the City's website for a housing resource guide.

¿Necesita ayuda con un problema de difícil vivienda de alquiler? ¿Está buscando una vivienda asequible?

Para obtener una lista de programas/servicios traducido en español ve **aquí:**
www.redwoodcity.org/housingresourceguide



**Tax Equity and Fiscal
Responsibility Act (TEFRA)
Public Hearing for 353 Main
Street Family Apartments**

November 13, 2023



Project Background & Status



353 Main Street Family Apartments

- 63 extremely low-income units and 61 very low-income units (125 total)
- Project approved in March 2018
- Project received a City loan of \$3.5M
- Certificate of Occupancy issued May 2023
 - 90% occupancy reached October 2023



Key Definitions

- TEFRA Hearing
- California Statewide Communities Development Authority (CSCDA)

New TEFRA Hearing

- Initial TEFRA was held on November 5, 2018
- Project experienced some delays
- New TEFRA required to extend bond deadline
- City has no financial or legal obligations to debt
- No impact on City loan; no fiscal impact

Recommended Actions



1. Conduct a TEFRA hearing in consideration of the issuance of Tax-Exempt Bonds by the California Statewide Communities Development Authority to provide financing for the acquisition, construction, improvement, and equipping of a 125-unit multifamily rental housing project generally known as 353 Main Street Family Apartments; and
2. Adopt a resolution approving the issuance of Tax-Exempt Bonds by the California Statewide Communities Development Authority not to exceed \$70,000,000, for the benefit of 353 Main Street Family Apartments, L.P., to provide financing for the acquisition, construction, improvement, and equipping of 353 Main Street Family Apartments and certain other matters related thereto.



**Redwood
City** | California
Founded 1867



**9.A. Appointment of Two
Retired Annuitants as Extra
Help to Perform Senior
Accountant Duties**

November 13, 2023

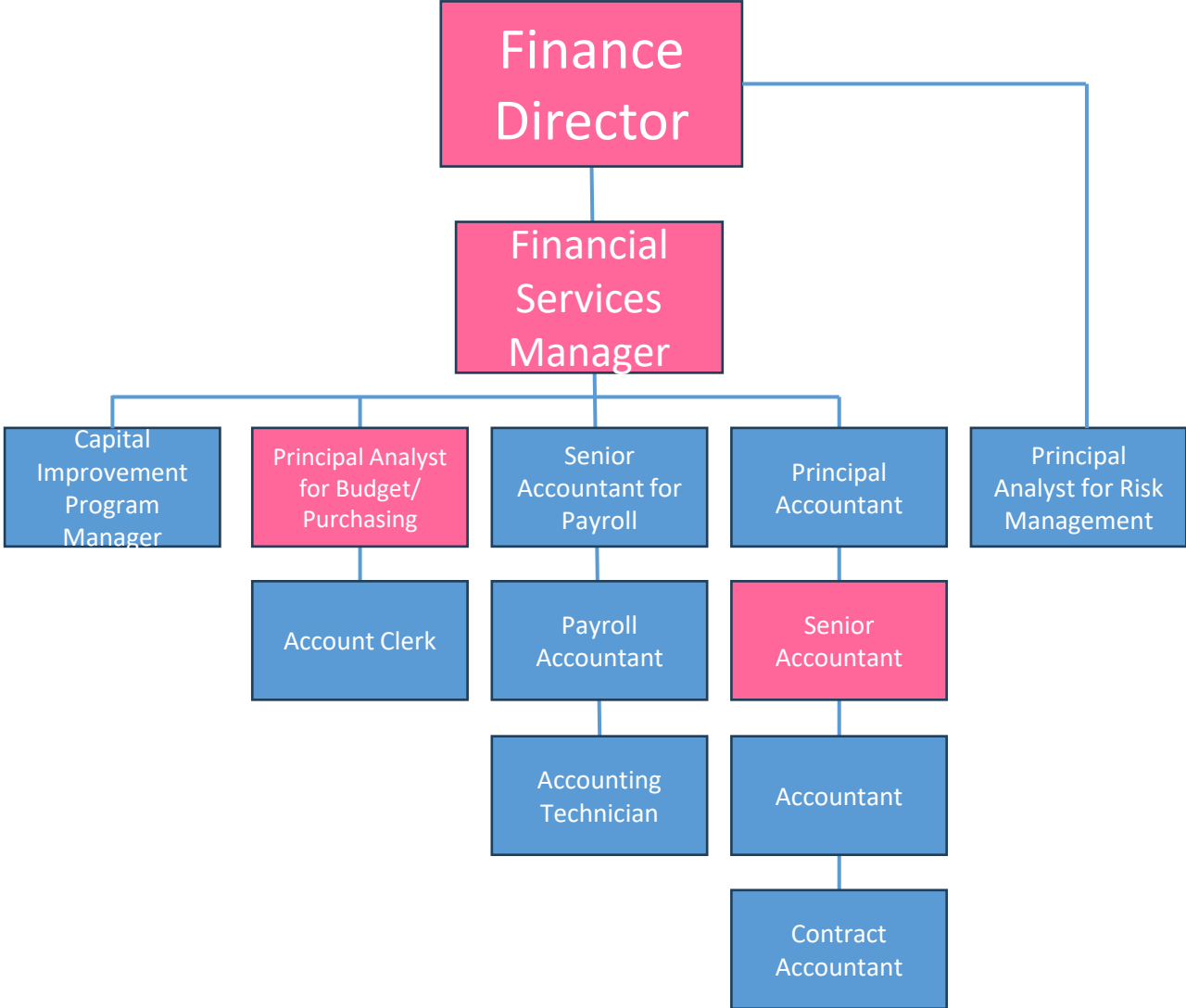


Recommendation



By resolution, approve an exception to the Public Employees' Pension Reform Act 180-day waiting period to hire retired annuitants Araceli Harris andCarolayne Kerans to perform critically needed Senior Accountant duties.

Administrative Services Department Financial Services Division





Terms of the Employment Agreements

- Araceli Harris, Extra Help Senior Accountant
- Carolyn Kerans, Extra Help Senior Accountant
- Employment Dates: November 14, 2023 – June 30, 2024
- Compensation is within salary range for Senior Accountant classification
- No additional benefits, incentives, compensation in lieu of benefits or other form of compensation will be provided

Recommendation



By resolution, approve an exception to the Public Employees' Pension Reform Act 180-day waiting period to hire retired annuitants Araceli Harris and Carlyne Kerans to perform critically needed Senior Accountant duties.



**Redwood
City** | California
Founded 1867



Redwood City Grade Separation Feasibility Study

November 13,
2023



City Council Questions

- Do you have any questions or comments on the alternatives studied?
- Do you support the recommended alternative?
- Do you have any comments on the next steps?

Background and Goals

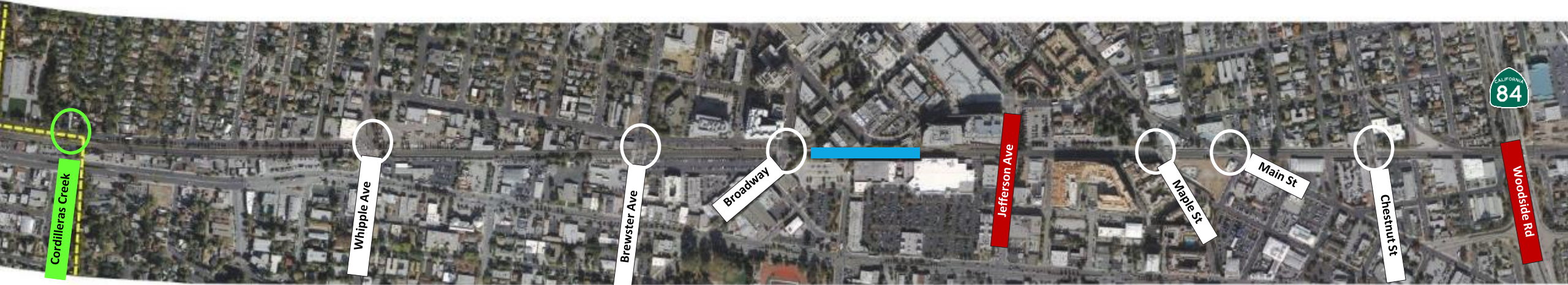
Background:

- Study initiated in May 2019
- Cooperative planning effort between Caltrain and City
- Funded by San Mateo County Transportation Authority and City

Study Goals:

- Analyze feasible alternatives for remaining six at grade crossings
- Decide on a long-term strategy for grade separations (which crossings when)
- Prepare a conceptual level design for the first phase grade separation project

Redwood City Grade Crossings



Public Outreach

- Outreach was conducted in two phases:
 - October 2020 to May 2021
 - January 2022 to June 2022
- Key outreach components:
 - An interactive project website
 - Project newsletter in Spanish and English
 - Multiple surveys in Spanish and English
 - Virtual question and answer sessions
 - Recorded presentations
 - Door to door canvassing and pop-ups in Spanish and English



rwc:Connect
PLANNING A BETTER TRANSIT DISTRICT

Share your feedback with us and help shape how we treat the railroad tracks at our southern (Maple, Main, and Chestnut streets) crossings!

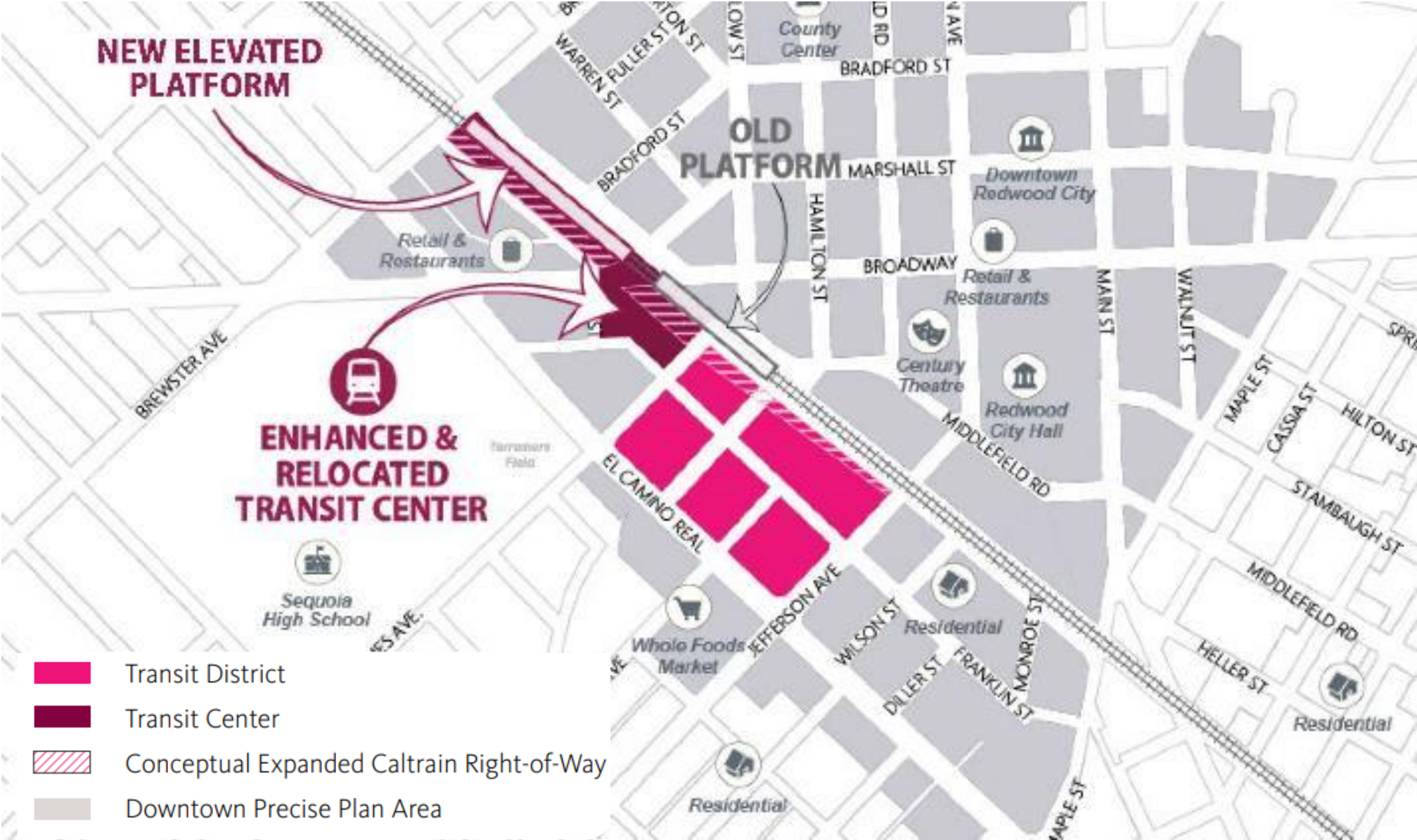
¡Comparta sus comentarios con nosotros para ayudarnos a establecer la manera de tratar nuestros cruces de ferrocarril localizados mas al sur (en las calles Maple, Main y Chestnut)!

Use this QR Code to link to our survey

Utilice este código QR para vincular a nuestra encuesta



Evolving Downtown



Initial Alternatives

- Alternatives built on 2009 Footprint Study (SMCTA)
- Assumptions:
 - Four-track Caltrain mid-peninsula hub station
 - Tracks return to grade before Woodside overcrossing
 - No options depress the tracks
- 15 initial options were screened over the course of three workshops and narrowed to the following 4 alternatives

Initial Alternatives

- 1) Citywide Track Raise to separate all six at grade crossings (One Phase)
- 2) Citywide Track Raise (Two Phase, Jefferson raised in Phase 1)
- 3) Citywide Track Raise (Two Phase, Jefferson raised in Phase 2)
- 4) Grade Separate Whipple Only (close Brewster and Broadway)

Evaluation

- Public input
- Technical criteria
- New Transit Center needs
- Narrowed to two alternatives differentiated by design of southern crossings

Evaluation

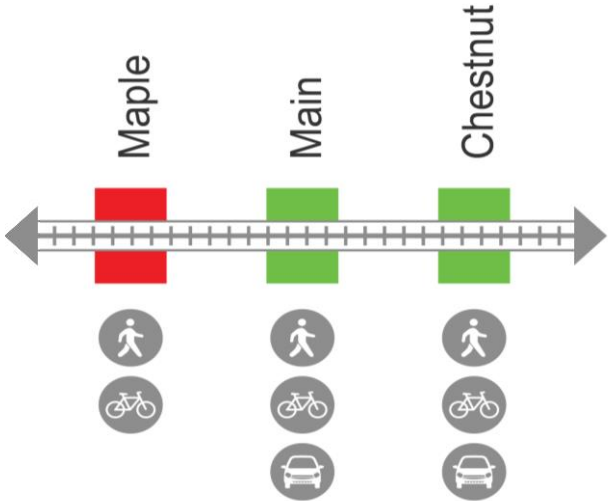
Table 4: Evaluation Criteria

Traffic/Circulation	Environmental/ Socioeconomics	Right-of-Way & Access	Cost Funding
Reduction in Delays and Congestion*	Rail Noise	Property Acquisitions (Full or Partial)	Fundability and Phasing Opportunities
East/West Ped/Bike Connectivity*	Visual Impact of an Elevated Structure	Driveway and/or Pedestrian Entrance Impacts	—
Safety for All Modes*	Creek Impacts	—	—
Road Closures & Potential Change in Traffic Circulation	—	—	—

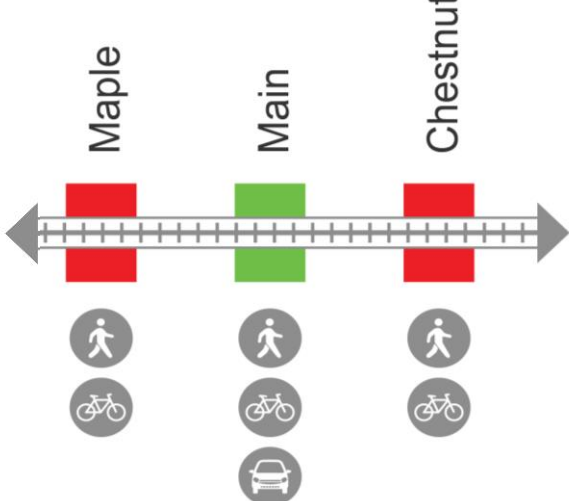
**Based on community feedback received, these are the most important criteria.*

Refined Alternatives

Alternative 1A



Alternative 1B



Alternative 2



■ Grade Separated

■ Road Closure, Ped/Bike Undercrossing Only

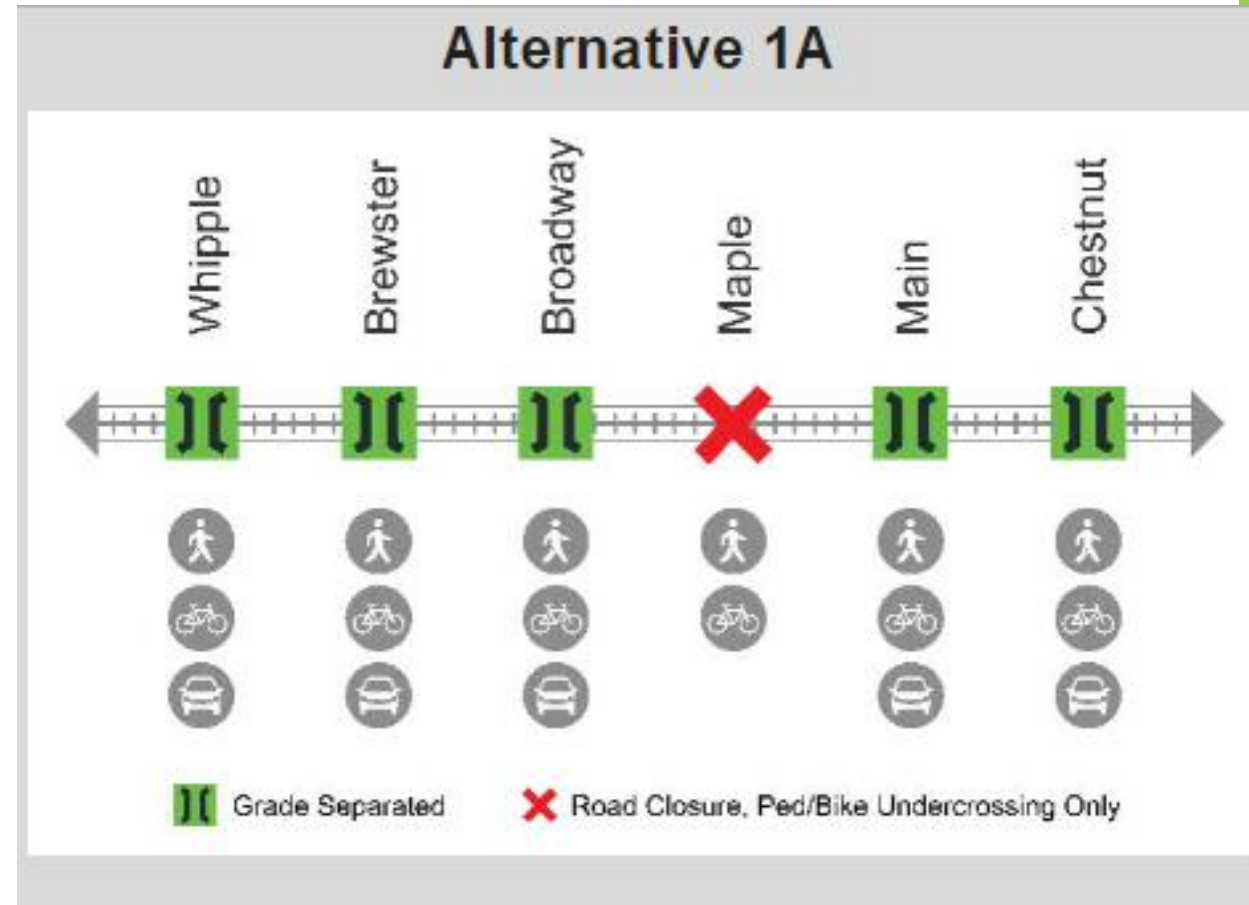
■ Crossing Remains At-Grade

Cost Estimate for Alternatives

Alternative	Construction	Right-of-Way and Utility	Support	Escalation	Range
1A	\$300	\$195	\$133	\$241	\$800 to \$950
1B	\$286	\$169	\$126	\$223	\$700 to \$900
2	\$247	\$103	\$108	\$176	\$550 to \$700

Preferred Alternative

- Citywide raise of the tracks with grade separations at all six rail crossings
- Maple closed to vehicular traffic but open to people walking and biking
- Other crossings open for all modes



Preferred Alternative

MAPLE STREET
PUBLIC PROMENADE
Conceptual Design



Next Steps



- Confirm locally preferred alternative (tonight)
- Continue coordinating with individual development projects, SamTrans and Caltrain studies
- Develop MOU to outline roles and responsibilities for additional planning and conceptual design and environmental work
- Explore funding opportunities

City Council Questions

- Do you have any questions or comments on the alternatives studied?
- Do you support the recommended alternative?
- Do you have any comments on the next steps?



PLEASE LET US KNOW YOUR THOUGHTS

From: [Jim Gernand](#)
To: [publiccomment](#)
Subject: Agenda Item 9.B. Receive a summary update on the Caltrain Grade Separation Study
Date: Friday, November 10, 2023 1:42:09 PM
Attachments: [20231110 - Item 9.B Comments to Redwood City Council members.pdf](#)

You don't often get email from jimgernand@sbcglobal.net. [Learn why this is important](#)

Dear Redwood City Council members,

1. I am submitting a comment regarding Agenda Item **9.B. Receive a summary update on the Caltrain Grade Separation Study including a review of the alternatives and select a preferred alternative for further study**

I support the Staff Report recommendation for the council to select Alternative 1A for further study and project development.

However, I also request the Council to direct the staff to adhere to the high-speed rail design criteria for 110 mph rather than requesting variances from Caltrain to keep the Redwood City section restricted to 79 mph as is currently described in the [Redwood City Grade Separation Study, Summary Report dated October 24, 2022.](#)

The section in question is excerpted from Section 5. "Development of Alternatives", the paragraph subtitled "Railroad Design Variances" (this is also shown graphically in Figure 2: Track Alignment for a 110 mph Design Speed from the study).

"The following design variances to Caltrain Design Criteria, Second Edition have been identified for the conceptual design:

Design speed of the mainline and station tracks between the Caltrain station and Jefferson Avenue: Obtaining a design speed of 110 mph in this area of the track alignment would result in additional property acquisition from the development project at Sequoia Station (between James Avenue and Jefferson Avenue) and impact the recently constructed 'The Cardinal' (apartment complex) at One Franklin Street, which is located west of the tracks, just south of Jefferson Avenue, see Figure 2. The proposed alignment for all alternatives at this location, just south of the Caltrain station, has a design speed of 79 mph.

Distance from Point of Switch (PS) to Curve: The distance from the PS to the curve (or spiral) (~ 50 feet) meets the absolute minimum tangent length of 15 feet but does not meet the preferred minimum tangent length of 100 feet, see Figure 2.

Additional design variances may be identified in the next phase when applying the Caltrain Design Criteria, Third Edition."

The primary purpose for the Caltrain Electrification and the proposed grade separations is to accommodate higher-speed trains. Everything I have read about these projects boasts the Caltrain line will increase to 110 mph, nearly a 40% increase from the current maximum speed of 79 mph. The only justification given in the report for requesting the variances that would keep track speeds at the current 79 mph is to minimize impacts to the Sequoia Station and the Cardinal Apartments. For Redwood City to set aside this speed improvement for the benefit of a couple of developers

seems to me incredibly short-sighted.

Whichever grade separation alternative you select, I urge you to abandon the pursuit of 79 mph variances and instead utilize a design that will accommodate the 110 mph Caltrain speed the public has been promised.

Regards,

Jim Gernand

Redwood City Resident

See the attached document for my comment including figure 2 from the study.

November 10, 2023

Dear Redwood City Council members,

1. I am submitting a comment regarding Agenda Item 9.B. **Receive a summary update on the Caltrain Grade Separation Study including a review of the alternatives and select a preferred alternative for further study**

I support the Staff Report recommendation for the council to select Alternative 1A for further study and project development.

However, I also request the Council to direct the staff to adhere to the high-speed rail design criteria for 110 mph rather than requesting variances from Caltrain to keep the Redwood City section restricted to 79 mph as is currently described in the Redwood City Grade Separation Study, Summary Report dated October 24, 2022.

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Figure 2: Track Alignment for a 110 mph Design Speed

November 10, 2023

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Regards,

Jim Gernand

Redwood City Resident

From: [Brenden Casey](#)
To: [GRP-City Council](#); [Council-Jeff Gee](#); [Council-Lissette Espinoza-Garnica](#); [Council-Alicia Aguirre](#); [Council-Kaia Eakin](#); [Council-Diane Howard](#); [Council-Elmer MartinezSaballos](#); [Council-Christopher Sturken](#)
Cc: [CLK-Yessika Castro](#); [Forward of Internet E-Mail](#); [CD-Vicky Lau](#); [CD-Ahmad Haya](#); [Espy Buenrostro](#); [Gerry Mcgrillen](#); brenden@caseyconstructioninc.com
Subject: Redwood City Pump Station 8 & 9 Re-bid Agenda- Letter Casey Construction
Date: Friday, November 10, 2023 2:52:59 PM
Attachments: [RWC Bid Agenda letter 11-10-23.pdf](#)

You don't often get email from brenden@caseyconstructioninc.com. [Learn why this is important](#)

To The Honorable Mayor , City Council Members, City Manager & City Clerk:

We ask that you would kindly review the attached letter regarding The Redwood City Pump Stations 8 & 9 Project and consider awarding the contract to Casey Construction?

Best Regards,
Brenden Casey
Casey Construction Inc
650-369-1876

November 11, 2023

Reference: Re-Bid Agenda -City of Redwood City Pump Station 8 & 9 Improvements Project

Attn: Honorable Mayor & City Staff

This letter is in regards to the potential re-bid of the Redwood City Pump Station 8 & 9 Improvements Project for the *THIRD* time

The first time this project bid, the apparent low bidder, GSW, did not meet the experience requirements of the project. This made Casey Construction the apparent lowest responsible & responsive low bidder. However, the City of Redwood City decided to re-bid the project. The City removed all experience requirements for the re-bid.

The second time the project bid the apparent responsible/responsive low bidder was again Casey Construction. GSW protested Casey Constructions bid due to failure to list experience of a subcontractor. Casey Construction has used the same subcontractor for the past five Pump Station projects we have done for the City of Redwood City. We have since sent the subcontractor experience. This information has no bearing on the bid and should not be reason to reject a bid.

In the interim, The Foundation for Fair Contracting (FFC) notified the City of Redwood City of a minor prevailing wage violation by Casey Construction that occurred in 2012. We explained the clerical error to the City of RWC. It was a violation that amounted to \$700 +/- that occurred over ten years ago. This clerical error from a decade before should not be reason to reject a current bid. It has no bearing on the current project or the competitive bid process.

General Engineering & Building Contractor
CA. LIC. 798190-A,B,HAZ

Casey Construction has performed millions of dollars' worth of projects for the City of Redwood City over the last 28 years. We have saved the City millions of dollars with competitive bids. We have always performed first class work and have an excellent relationship with the City staff. We are based in Redwood City along with 80% of our work force living in Redwood City.

Casey Construction has provided a very good bid for this project. There is no assurance that the City will receive a lower bid by re-bidding. It may cost the City more considering the work & effort involved with the re-bid process. A re-bid will also postpone the start date running the risk of failure of pump stations in need of repair.

We ask that you please consider awarding this contract to Casey Construction so we can continue to provide top quality pump station rehabilitations as we have for the City for many years.

Best regards,

Brenden Casey

From: [Jim Gernand](#)
To: [publiccomment](#)
Subject: Agenda Item 9.B. Receive a summary update on the Caltrain Grade Separation Study
Date: Friday, November 10, 2023 1:42:09 PM
Attachments: [20231110 - Item 9.B Comments to Redwood City Council members.pdf](#)

You don't often get email from jimgernand@sbcglobal.net. [Learn why this is important](#)

Dear Redwood City Council members,

1. I am submitting a comment regarding Agenda Item **9.B. Receive a summary update on the Caltrain Grade Separation Study including a review of the alternatives and select a preferred alternative for further study**

I support the Staff Report recommendation for the council to select Alternative 1A for further study and project development.

However, I also request the Council to direct the staff to adhere to the high-speed rail design criteria for 110 mph rather than requesting variances from Caltrain to keep the Redwood City section restricted to 79 mph as is currently described in the [Redwood City Grade Separation Study, Summary Report dated October 24, 2022.](#)

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Regards,

Jim Gernand

Redwood City Resident

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November 10, 2023

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I support the Staff Report recommendation for the council to select Alternative 1A for further study and project development.

However, I also request the Council to direct the staff to adhere to the high-speed rail design criteria for 110 mph rather than requesting variances from Caltrain to keep the Redwood City section restricted to 79 mph as is currently described in the Redwood City Grade Separation Study, Summary Report dated October 24, 2022.

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□ **Distance from Point of Switch (PS) to Curve:** The distance from the PS to the curve (or spiral) (~ 50 feet) meets the absolute minimum tangent length of 15 feet but does not meet the preferred minimum tangent length of 100 feet, see Figure 2.

Additional design variances may be identified in the next phase when applying the Caltrain Design Criteria, Third Edition."

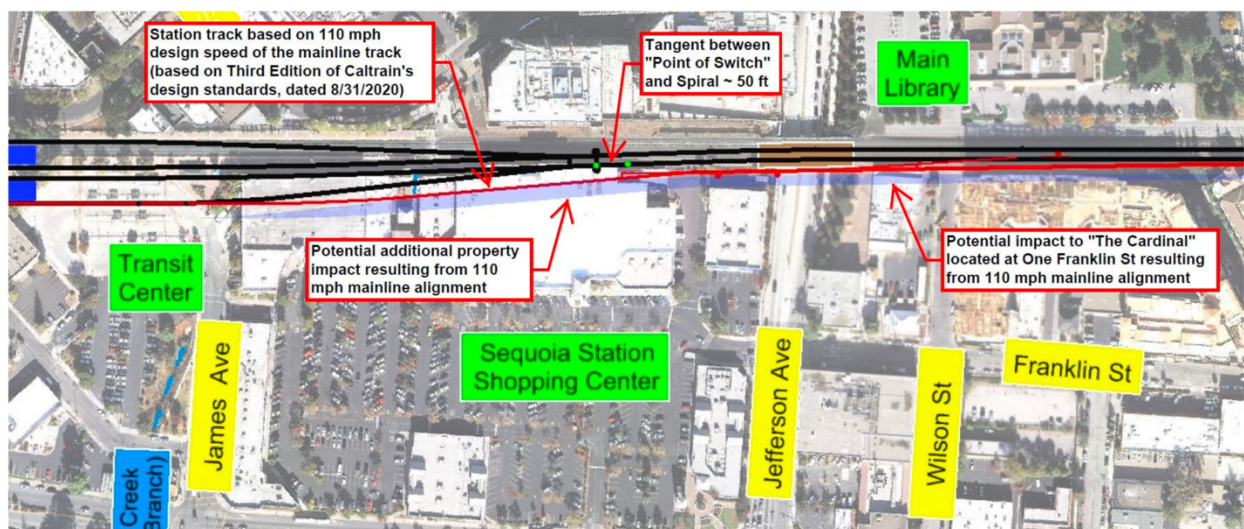


Figure 2: Track Alignment for a 110 mph Design Speed

November 10, 2023

The primary purpose for the Caltrain Electrification and the proposed grade separations is to accommodate higher-speed trains. Everything I have read about these projects boasts the Caltrain line will increase to 110 mph, nearly a 40% increase from the current maximum speed of 79 mph. The only justification given in the report for requesting the variances that would keep track speeds at the current 79 mph is to minimize impacts to the Sequoia Station and the Cardinal Apartments. For Redwood City to set aside this speed improvement for the benefit of a couple of developers seems to me incredibly short-sighted.

Whichever grade separation alternative you select, I urge you to abandon the pursuit of 79 mph variances and instead utilize a design that will accommodate the 110 mph Caltrain speed the public has been promised.

Regards,

Jim Gernand

Redwood City Resident

From: [IgnacioM94062](#)
To: [publiccomment](#)
Subject: Outrageous Compensation!
Date: Monday, November 13, 2023 4:26:11 PM

You don't often get email from ignaciom94062@proton.me. [Learn why this is important](#)

Last meeting the seven of you granted a ten dollar per hour raise to the City Manager without so much as even a discussion on the matter. Now you all seem like intelligent well reasoned people so I have to believe you were misled on this matter because she just received a twelve dollar per hour raise in July of this year, and now three months later you raise her pay again?!? Let me say that again, the City Manager is now making twenty two dollars more per hour than she was four months ago!

This is happening while at the same time she talks about how the City is facing millions of dollars worth of deficits for many years to come, and you are raising our sewer rates forty percent and talking about finding additional revenue streams which really just means taxing us even more. Are you kidding me?!?!

It seemed so obvious something was wrong when no one wanted to have a discussion on this topic that I did some digging. Let me share with you what I found. When the City Manager started just 8 years ago, she was making \$248,000. Now, she is making \$379,000. Let us pause for a second and consider that...she is now making \$131,000 more per year than she was just 8 years ago. That's an increase of over \$16,000 per year! The Governor of California makes only \$224,000 a year. You're telling me we need to pay our City Manager \$155,000 more than the Governor of our State?!?

For comparison in that same time the average custodian in Redwood City is making only \$20,000 more than they were 8 years ago and the average librarian is making only \$29,000 more than 8 years ago. Where is the equity in that?!? All I have heard for the last three years is all of you and the City Manager talk about how we are now looking at everything through an "equity lens." Apparently that does not apply to her own pay.

If you knew all of this and still approved the raise then shame on you all! If you were misled like I have to believe you were then you should fire the City Manager immediately for using you to enrich herself just like all corrupt politicians do.

Please do not raise our fees even one penny until you get government employee compensation under control!

Thank you to Diane Howard for at least having the courage to comment on why she was voting for the raise even though there was no discussion and I disagree with her reasoning because i think you will have no trouble finding an excellent replacement at the \$300,000 salary range!

Nacho Martinez

Sent with [Proton Mail](#) secure email.

Proclamation

United Against Hate Week

November 12 - 18, 2023

WHEREAS, the United States is a nation of immigrants, whose strength comes from its diversity; and

WHEREAS, Redwood City has a diverse community in which at least 34% of residents have immigrated to the United States; and

WHEREAS, the Constitution of the United States enshrines equality for all individuals, regardless of race, gender, orientation, religion, or political beliefs; and

WHEREAS, hate crimes and other incidents of racism, xenophobia, anti-Semitism, sexism, homophobia, transphobia, Islamophobia, and other forms of bias and discrimination continue to occur in our community and in our nation; and

WHEREAS, the City of Redwood City stands strongly in support of inclusivity for our diverse community, honoring and protecting every individual regardless of race, creed, color, gender, religion, ethnicity, nationality, orientation, or identity; and

WHEREAS, education, compassion, and cooperation are key to unlocking understanding and embracing differences between people; and

WHEREAS, the City of Redwood City previously adopted Resolution Number 15561 on February 13, 2017, proclaiming the City of Redwood City a Welcoming City and joining the Welcoming Cities and Counties initiative; and

WHEREAS, the City of Redwood City previously adopted Resolution Number 15877 on August 10, 2020, declaring that Black Lives Matter and reaffirming the City of Redwood City's commitment to racial equity; and

WHEREAS, the City of Redwood City previously added Equity as a Foundational Guiding Principle in the City's Strategic Plan on October 12, 2020; and

WHEREAS, the City of Redwood City previously adopted an Equity Work Plan on October 25, 2021, highlighting the City's action steps to advance equity for all residents of the City of Redwood City; and

WHEREAS, the City of Redwood City and numerous community partners hold events and activities focused on equity and inclusion throughout the year, and during United Against Hate Week will provide special events including but not limited to Ruby Bridges Walk to School Day, an Experiential Mindfulness workshop, a film screening with Salvadoran filmmaker Raymundo Archila, a Friends United Against Hate bracelet workshop, United Against Hate virtual author visits, United Against Hate storytimes, the Sequoia High School Dream Club Dinner, a drag story hour, Teen Teddy Bear Tea, and a Transgender Day of Remembrance Commemoration; and

WHEREAS, community members and local businesses are encouraged to display Redwood City Stands United Against Hate signs throughout the community; and

WHEREAS, the City of Redwood City seeks to join other communities around the State in recognizing United Against Hate Week as an important step in bridging divisions as well as strengthening our communities.


NOW THEREFORE, BE IT RESOLVED THAT I, JEFF GEE, MAYOR OF REDWOOD CITY, on behalf of the City Council and the residents of Redwood City, do hereby proclaim November 12-18, 2023 as **United Against Hate Week**.

Date: November 13, 2023





Jeff Gee, Mayor


Lissette Espinoza-Garlica, Vice Mayor


Alicia C. Aguirre, Council Member


Kala Eskin, Council Member


Diane Howard, Council Member


Elmer Martinez-Saballos, Council Member


Chris Starcken, Council Member

SPEAKER'S CARD

City of Redwood City

1

Please fill out and submit to the City Clerk to speak to the City Council.

Providing your contact information below is optional, but if you do provide it, it is a public record.

DATE: 11/13/23 PHONE NO 650-740-6264

NAME: LORI LOW

ADDRESS: 1250 San Carlos Ave. ZIP: 94070

EMAIL ADDRESS: LOWL@CALTRAIN.COM

Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 9B OR SUBJECT Grade Sep Study

ORGANIZATION REPRESENTED (if any): Caltrain



SPEAKER'S CARD

City of Redwood City

2

Please fill out and submit to the City Clerk to speak to the City Council.

Providing your contact information below is optional, but if you do provide it, it is a public record.

DATE: 13 Nov 2023 PHONE NO 501-997-8550

NAME: Taylor Pope

ADDRESS: 1203 Fernside St ZIP: 94061

EMAIL ADDRESS: taylor@twpope.com

Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 7B OR SUBJECT _____

ORGANIZATION REPRESENTED (if any): _____



SPEAKER'S CARD

City of Redwood City

3

Please fill out and submit to the City Clerk to speak to the City Council.

Providing your contact information below is optional, but if you do provide it, it is a public record.

DATE: 11/13 PHONE NO _____

NAME: Adria Levin

ADDRESS: (ADINA LEVIN) ZIP: _____

EMAIL ADDRESS: adria.levin@friendsofcaltrain.com

Please check this box if you would like to receive the Redwood City E-News.

AGENDA ITEM NO. 9B OR SUBJECT Grade Sep Study

ORGANIZATION REPRESENTED (if any): Friends of Caltrain